AGREEMENT NO. 74-232

THIS AGREEMENT made and entered into this 12th day of November, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County" and MOORE & TABER-NORTHERN CALIFORNIA, Consulting Engineers and Geologists, West Sacramento, California, a California Corporation hereinafter called "Engineer";

W I T N E S S E T H

WHEREAS, County intends to construct bridge and highway improvements and appurtenances at the following locations:

a. County Road 99 @ Willow Slough
b. County Road 99 @ Dry Slough
c. County Road 87 @ Cache Creek

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FILED
NOV 12 1974
LAURENCE P. HENIGAN, Clerk
By: Paula C. Conrad
Deputy

WHEREAS, it is necessary that engineering services be obtained for foundation investigations and recommendations for such work and for related or incidental work thereto.

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its Officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this Agreement with respect to the proposed bridge projects.

XEROX COPY

2. Engineer shall furnish and perform, in a manner satisfactory to County, the professional services required for the design and construction of bridge and highway improvements and appurtenances proposed for the bridge projects, said services including, but not limited to the description and scope of work as outlined for the three locations and shown in the attached proposals labeled Exhibits A, B and C.

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit D" (and by reference made a part hereof):

4. The compensation provided for in Paragraph 3 above shall be paid to Engineer upon the following basis:

A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as determined by the Director of Public Works.

The maximum total compensation for said engineering services shall be determined as follows:

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a. For bridge at County Road 99 across Dry Slough $1,250.00

b. For bridge at County Road 99 across Willow Slough $1,750.00

c. For bridge at County Road 87 across Cache Creek $8,500.00

5. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this Agreement

6. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. Engineer shall take out and maintain public liability and property damage insurance with an insurance carrier satisfactory to County to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from an act or activities of Engineer or any person acting for Engineer or under Engineer's control or direction, and also to protect against loss from liability imposed by law for damages to any property caused directly or indirectly by or from acts or activities of Engineer or any person acting for Engineer or under Engineer's control or direction. Such public liability and property damage

insurance shall be maintained in full force and effect during the entire term of this agreement in amounts of not less than $100,000 for one person injured in one accident and not less than $300,000 for more than one person injured in one accident, and in the amount of $50,000 with respect to any property damage aforesaid. Proof of such insurance shall be filed with Clerk of the Board of Supervisors of the County of Yolo and shall be in a form satisfactory to County. The insurance policy shall insure the County of Yolo as an additional insured and shall have a "non-cancellation without thirty(30) day notice to County" clause and shall provide that copies of all cancellation notices shall be sent to the Board of Supervisors of County. If Engineer does not keep such insurance in full force and effect, County may take out the necessary insurance, and Engineer agrees to pay the cost of said insurance.

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7. This Agreement shall not be considered as giving exclusive authority to Engineer for performing all engineering services pertaining to the design of improvements. County may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in Exhibits A, B & C without any liability or obligation to Engineer.

8. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with the project shall become the property of the County as permanent records.

9. Engineer shall complete and present to County for approval it's final report and drawings not later than six(6) months from date of contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By W. E. Duncan
Chairman of the Board of Supervisors, County of Yolo, State of California

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Ruth E. Spicer Deputy Clerk
(Seal)

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MOORE & TABER-NORTHERN CALIFORNIA
Consulting Engineers & Geologists
536 Galveston Street, West Sacramento, California 95691

By: H. R. Taber
Title: President

EXHIBIT "A".

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS
536 GALVESTON STREET · WEST SACRAMENTO, CALIFORNIA 95691 · (916) 371-1690

OTHER OFFICES:
SANTA ROSA
ANAHEIM
WOODLAND HILLS

October 21, 1974

Lloyd H. Roberts, Director
Department of Public Works
292 West Beamer Street
Woodland, California

Micro Fiched

Attention: Gerald Gibson

Subject: Foundation Investigation 374/70-3
Willow Slough Bridge at County Road 99

Dear Mr. Roberts:

I have inspected the above site and am pleased to present the following proposal to furnish foundation investigation services for design of the proposed bridge. Such services include drilling and sampling of test borings, field and laboratory soil testing, analysis of data, the "Log of Test Borings" drawing and report of investigation and recommendations.

It is our understanding that the existing structure is to be replaced on approximately the same roadway alignment and grade by an open-abutment pile-bent supported standard reinforced concrete flat-slab bridge 40 ft wide and approximately 150 ft long. The exact location of the new structure has not been established; it is expected to be located across an at least nominally improved channel within the ±250 interval of roadway extending north from the south abutment of the existing structure.

Three test borings 40-60 ft deep, supplemented by channel probings, are anticipated to delineate foundation support materials. Exploration would be performed in a manner consistent with that employed by the Division of Highways in making foundation investigations for bridges on the State Highway System. Field soils tests and observations would be supplemented by laboratory soil testing as necessary to define foundation support materials characteristics. The borings would be logged and all field tests performed, or directly supervised, by a qualified engineer/geologist. Field and laboratory data would be evaluated and analyzed in accordance with current foundation

OCT 23 1974
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

EXHIBIT "A" (County)

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

engineering practice and consistent with the procedures of the California Bridge Department. The logs of the borings and results of tests would be presented on a "Log of Test Borings" drawing considered suitable for inclusion with contract plans.

The report of investigation summarizes the results of study, includes the "Log of Test Borings" drawing and makes definite recommendations for type, elevation and loading of foundation elements. Where footing foundations are suitable and desirable, elevations and allowable soil pressures are given. Where piles are required--and/or desirable and feasible, as anticipated for this site and structure--recommendations for pile types, loading, penetration and installation criteria are furnished. Pile installation criteria include minimum penetrations required, estimated lengths and evaluation of load capacity. The report also discusses scour, groundwater and other subsurface conditions which may be encountered as they affect foundations, and makes recommendations for their consideration in design and construction. Seismic evaluation of the site would be made in accordance with current Bridge Department practice and as based upon foundation support data generated by this study. Our services also include a review of final foundation design and consultation on questions concerning foundation conditions at the site which may arise during design or construction.

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We are prepared to furnish the above services for a total cost not to exceed $1,750.00; the final cost--subject to this maximum--would be determined by the time required and our current schedule of fees, attached. We appreciate your consideration in this work. If we can clarify or amplify any of the foregoing, or if we have mis-interpreted the desired scope of work, please call on us.

Very truly yours,

MOORE & TABER-NORTHERN CALIFORNIA

H. R. Taber

H. R. Taber

HRT/ns

Attachment: "Fee Schedule"

EXHIBIT "B"

ROUTING		
NAME	TO	INITIAL
Director		
Asst. Dir.		
Plan. & Design		
Public Serv.		
Surv. & Maps		
R/W		
Traffic		
Bus. & Serv.		
File:		

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS
536 GALVESTON STREET • WEST SACRAMENTO, CALIFORNIA 95691 • (916) 371-1690

OTHER OFFICES:
SANTA ROSA
ANAHEIM
WOODLAND HILLS

October 21, 1974

Lloyd H. Roberts, Director
Department of Public Works
292 West Beamer Street
Woodland, California

Attention: Gerald Gibson

Micro Fiched

Subject: Foundation Investigation 374/70-2
Dry Slough Bridge at County Road 99

Dear Mr. Roberts:

I have inspected the above site and am pleased to present the following proposal to furnish foundation investigation services for design of the proposed bridge. Such services include drilling and sampling of test borings, field and laboratory soil testing, analysis of data, the "Log of Test Borings" drawing and the report of investigation and recommendations.

It is our understanding that the existing structure is to be replaced on approximately the same alignment and grade with a standard flat slab reinforced concrete bridge supported by open-abutments and pile bents. The structure is expected to be 40 ft wide; comprised of three-spans, and with total length of approximately 80 ft to accommodate an essentially unmodified stream channel.

Two test borings, 40-60 ft depth and supplemented by channel probings, are anticipated to delineate foundation support materials. Exploration would be performed in a manner consistent with the methods employed by the Division of Highways in making foundation investigations for structures on the State Highway System. Field soils tests and observations would be supplemented by laboratory soil testing as necessary to define foundation support materials characteristics. The borings would be logged and all field testing performed by, or under the direct supervision of, a qualified engineer/geologist. The field and laboratory data would be evaluated and analyzed in accordance with current practice in foundation engineering and consistent with the procedures of the California

OCT 22 1974
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EXHIBIT "B" (Cont'd)

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

Bridge Department. The logs of the borings and results of tests would be presented on a "Log of Test Borings" drawing considered suitable for inclusion with contract plans.

The report of investigation summarizes the results of study, includes the "Log of Test Borings" and makes definite recommendations for type, elevation and loading of foundation elements. Where footing foundations are suitable and desirable, elevations and allowable soil pressures are given. Where piles are required--and/or are desirable and feasible (as anticipated at this site)--pile types, penetrations, installation criteria and allowable loading are furnished. Pile installation criteria include minimum penetrations required, estimated lengths and evaluation of load capacity. The report also discusses subsurface site conditions encountered, such as scour, groundwater, etc and makes recommendations as appropriate for their consideration in design and construction of the foundation. Seismic evaluation of the site would be made in accordance with current Bridge Department practice and as based upon foundation support data generated by this study. Our services also include a review of final foundation design, and consultation on questions concerning foundation conditions at the site which may arise during design or construction.

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We are prepared to furnish the above services for a total cost not to exceed $1,250.00; the final cost--subject to this maximum--determined by the time required and our current schedule of fees, attached. We appreciate your consideration in this work. If we can clarify or amplify any of the foregoing, or if we have mis-interpreted the desired scope of work, please call on us.

Very truly yours,

MOORE & TABER-NORTHERN CALIFORNIA

H. R. Taber

H. R. Taber

HRT/ns

Attachment: "Fee Schedule"

EXHIBIT "C"

ROUTING		
NAME	TO	INITIAL
[illegible]		
[illegible]		
[illegible]		
[illegible]		
[illegible]		
Traffic		
Bus. [illegible]		
File		

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS
536 GALVESTON STREET · WEST SACRAMENTO, CALIFORNIA 95691 · (916) 371-1690

OTHER OFFICES:
SANTA ROSA
ANAHEIM
WOODLAND HILLS

October 22, 1974

Lloyd H. Roberts, Director
Department of Public Works
292 West Beamer Street
Woodland, California

Attention: Gerald Gibson

Subject: Foundation Investigation
Esparto Bridge across Cache Creek

374/70-1

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Dear Mr. Roberts:

I have inspected the above site and am pleased to present the following proposal to furnish foundation investigation services for the design of the proposed bridge. Such services include drilling and sampling of test borings, field and laboratory soil testing, analysis of data, the "Log of Test Borings" drawing and report of investigation and recommendations.

It is our understanding that the existing structure is to be replaced by a new bridge on a re-aligned crossing upstream. It is anticipated that the channel width for the new crossing will match that of the existing; that the alignment will be defined as approximately 235 ft upstream from the existing centerline at southerly abutment, 65± ft upstream from existing at northerly abutment (County Replacement Study "A" alignment); and that consequent new bridge length will be 700+ ft. The new structure is expected to consist of six - 120± ft reinforced concrete spans with deck elevation approximating existing and with pile-supported open-abutments and solid piers. The south bridge approach will require new embankment on order of 12-15 ft height within the "flood-channel" area of the stream; no other modification of the channel is anticipated. Active gravel extraction operations in the channel, both upstream and downstream, are expected to be continuing; channel degradation which has been sufficient to expose several feet or more of the existing bridge piles below pier footing is expected to progress.

It is anticipated that three (or four) rotary sampled borings on order of 60+ ft depth, supplemented by four (or three) cone penetration borings, will adequately delineate

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OF PUBLIC WORKS

EXHIBIT "C" (Cont)

foundation materials conditions. Difficult drilling/sampling conditions are anticipated. Such exploration would be performed in a manner consistent with the methods employed by the Division of Highways in making foundation investigations for structures on the State Highway System. All field tests and observations would be performed by, or under the direct supervision of, a qualified engineer/geologist. Field soils tests would be supplemented by laboratory soil testing as necessary to adequately define foundation supporting materials characteristics. Field and laboratory data would be evaluated and analyzed in accordance with current practice of foundation engineering, consistent with the procedures of the California Bridge Department. The logs of the borings and results of tests would be presented on a "Log of Test Borings" drawing considered suitable for inclusion in contract plans.

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The report of study summarizes the results of investigation, includes the "Log of Test Borings" and makes definite recommendations for type, level and loading of foundation elements. Pile support is anticipated for this site; recommendations would be made for pile type, penetration and allowable loading. There is considered to be useable potential for pile design loads in excess of 45-tons. Maximum pile penetrations required are furnished, to be consistent with current and projected security and load capacity; estimated penetrations are furnished for quantity estimates and construction guidance; maximum penetrations necessary may also be appropriate. Recommendations are made for pile installation criteria which may include field evaluation of bearing, construction procedures, etc. Subsurface conditions encountered, such as scour erodibility, groundwater, etc, are discussed as they affect design, construction and/or maintenance of the foundations. As appropriate, recommendations are made for depth of pier footings, design unsupported pile lengths, depth of effective slope protection, groundwater control in excavations, stability/settlement of embankment at abutments, etc. Seismic evaluation of the site would be made in accordance with current Bridge Department practice, based upon foundation materials support data developed by this study.

Our services also include a review of final foundation design and consultation on questions concerning foundation conditions at the site which may arise during design or construction. We are prepared to furnish the above services for a total cost not to exceed $8,500.00 without further authorization (for, say, altered scope of work). This maximum

EXHIBIT "C (cont.)

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

fee is estimated to be distributed approximately as follows: Exploration, Drilling & Sampling, $4,200.00; Laboratory Testing & Drafting, $900.00; Engineering-Field Inspection & Supervision, $1,800.00; Engineering-Office Evaluation, Analysis, Report and Consultation, $1,600.00. Final cost, subject to the above maximum, would be determined by the time required and our current fee schedule attached.

We appreciate your consideration in this work. If we can clarify or amplify any of the above, or if we have mis-interpreted the desired scope of work, please call on us.

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Very truly yours,

MOORE & TABER-NORTHERN CALIFORNIA

H. R. Taber

H. R. Taber

HRT/ns

Attachment: "Fee Schedule"

EXHIBIT "D"

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

FEE SCHEDULE

ENGINEERING & FIELD SERVICES

Supervising Engineer/Engineering Geologist--Registered/Certified	$27.00/hour
Senior or Project Engineer/Engineering Geologist--Registered/Certified	23.00/hour
Associate Foundation-Soils Engineer/Engineering Geologist	20.00/hour
Foundation-Soils Engineer or Engineering Geologist	17.00/hour
Supervising or Senior Soils Technician	17.00/hour
Soils Technician (Fill Supervision or Inspection)	14.00/hour
Field or Technical Assistant	11.00/hour
Computer	1.00/minute
Drafting	14.00/hour
Geological or Engineering Consultation, Principals	40.00/hour
Court Testimony - Full Day or Fraction Thereof	320.00/day
Drilling & Sampling-Auger/Rotary Rig & Crew*	35.00/hour
Drilling & Sampling-Portable or Jeep-mounted Rig & Crew*	28.00/hour

*Complete, includes soil and rock sampling gear (samplers, tubes, core barrels, core boxes, etc.) and "in-boring" test equipment (SPT, penetrometer, vane shear, permeability...)--For diamond coring, bit charges additional

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Penetration Tests-Compressor, Air Hammer and Crew	27.00/hour
Auxiliary Field Equipment - Automobile or Pick-up	12.00/day+
4 x 4 Truck	24.00/day
1½-Ton Flat-bed Truck	16.00/day
"Weasel" Tractor	64.00/day
Drilling Barge and Boat, Complete	150.00/day
Seismic Equipment or Resistivity Equipment.	5.00/hour
Nuclear Compaction Test Equipment	4.00/hour
Mileage for Engineers, Geologists and Technicians	0.18/mile+
Per Diem Allowance for Field Living Expenses -	
Technical Personnel	18.00/day
Drilling Crew	28.00/day
Seismic/Resistivity Crew	32.00/day
Special Investigation and/or Field Testing Programs	By Arrangement
Outside Equipment Rental and Services (Backhoe, Bulldozer, etc.)	Cost + 10%

Other Expenses at Cost

Requested Overtime at 130% of Regular Rates

+Alternative Charges

July 1, 1974

EXHIBIT "D" (cont.)

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

FEE SCHEDULE

LABORATORY TESTING

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General Laboratory Testing - Equipment and Operator	17.00/hour
Special Sample Preparation	14.00/hour
Direct Shear Test (at natural moisture)	6.00/test
Direct Shear Test (saturated and consolidated)	9.00/test
Direct Shear Test-Remolded (saturated and consolidated)	16.00/test
Consolidation Test Without Rate Data	25.00/test
Consolidation Test-Rate Data on Single Load Increment.	10.00/each
Unconfined Compression Test (tube samples)	8.00/test
Unit Dry Weight-Moisture Content (undisturbed samples)	4.00/test
Moisture Content	0.50/test
Specific Gravity - Aggregate	6.00/test
Specific Gravity - Fine Grained Soils	15.00/test
Maximum Dry Density-Optimum Moisture---AASHO T-99, ASTM D 698	45.00/each
Maximum Dry Density-Optimum Moisture---AASHO T-180, ASTM D 1557	55.00/each
Maximum Dry Density-Optimum Moisture---CTM 216	65.00/each
Grain Size Analysis-Dry Sieve (coarse or fine series).	8.00/series
Grain Size Analysis-Wet Sieve (coarse or fine series).	15.00/series
Wash-Minus 200 Sieve (ASTM 1140).	8.00/test
Grain Size Analysis (ASTM D 422).	35.00/test
Sand Equivalent	15.00/test
Liquid Limit	12.50/test
Plastic Limit	12.50/test
Shrinkage Limit	12.50/test
Expansion Test-Undisturbed.	8.00/test
Expansion Test-Remolded.	14.00/test
Corrosivity Test	18.00/test
Resistance Value	70.00/test
Resistance Value (Lime or Cement Treated).	90.00/test
Los Angeles Abrasion Test	30.00/test
Sodium Sulfate Soundness (5 cycle)	45.00/test
Durability Index (coarse or fine)	35.00/test

July 1, 1974

YOLO COUNTY AGREEMENT NO. 74-2347

BOOK

COOPERATIVE AGREEMENT
Between
THE STATE OF CALIFORNIA, DEPARTMENT OF FISH AND GAME
and
COUNTY OF YOLO
FOR OPERATION AND MAINTENANCE OF PUTAH CREEK ANGLING ACCESS AREAS

THIS AGREEMENT, made and entered into this 17th day of December, 1974, by and between the State of California, acting by and through its duly appointed, qualified, and acting Executive Officer, Wildlife Conservation Board, hereinafter called the State, and the County of Yolo, a political subdivision of the State of California, hereinafter called the County;

W I T N E S S E T H:

WHEREAS, the parties hereto have heretofore entered into cooperative agreement dated December 16, 1963, to provide for the operation and maintenance of Putah Creek Angling Access Area; and

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WHEREAS, in addition to the parcels of land heretofore acquired by the State for the purposes of said Angling Access, more particularly described as follows: Grant Deed dated November 6, 1963, from Elizebeth G. Williams to the State of California, recorded December 13, 1963, Book 739 Page 121 official records of Yolo County, hereinafter called Putah Creek Angling Access Area, identified as Area A; and by grant deed dated June 26, 1972, from Joseph H. Glide, Jr., and Hardel Glide, his wife, to the State of California recorded August 9, 1972, in Book 1028, Page 554, official records of Yolo County, identified as Area B, State has subsequently obtained control and possession of additional land adjacent to said Access Area by virtue of lease No. 14-06-200-7871A by and between the United States, Department of the Interior Bureau of Reclamation, and the State of California, dated Dec 4, 1974, a copy of which is attached hereto, hereinafter called Putah Creek Public Access Extension, identified as Area C; and

WHEREAS, the parties hereto desire to include all lands available for the said angling access into a new and different cooperative agreement for the operation and maintenance thereof;

NOW THEREFORE, it is mutually agreed and understood by and between the parties hereto as follows:

1. Effective with the date of this cooperative agreement, that certain cooperative agreement dated December 16, 1963, is terminated except that the rights of the County as provided for under paragraph 4, which reads as follows,

FILED
OCT 29 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

RECEIVED
OCT 29 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

shall continue under this agreement: "4. County may, at its sole expense, construct and maintain on the demised premises such other improvements for general recreation as it may desire, so long as such development and/or structures do not interfere with the major purpose of creating access to public fishing."

2. The State will at its sole cost and expense, provide additional development to said angling access areas identified as Areas B & C, substantially in accordance with plans approved by the Wildlife Conservation Board on February 26, 1974.

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3. The County will, upon completion of said development by the State, provide all necessary maintenance and upkeep of the angling access areas A, B, and C for the term hereof. Such maintenance shall include, but not be limited to keeping parking area, sanitary facilities, and other improvements developed by the State in good repair and free from unsightly conditions and debris accumulations.

4. It is understood that the angling access areas, A, B, and C, and every part thereof, shall at all times during the term hereof, be available to the public without charge for access to fishing, and the public shall have free and unrestricted ingress and egress, except at such times as the maintenance and upkeep operations of the County do not permit it.

5. With respect to the lands included in the angling access areas A and B, which are owned in fee by the State of California, and unless sooner or later terminated as herein provided, this cooperative agreement shall be for the term of twenty-five years; and with respect to the land included in the said angling access area C, which is leased to the State by the United State, this cooperative agreement shall be for a term coincidental with the term of said lease.

6. The County shall not commit a breach, nor suffer to be committed, a breach of the terms and conditions of the leased Area C, by and between the United States and the State, with respect to its occupancy and use of said leased Area C in the course of operating and maintaining said angling access

area

7. Upon termination of this agreement County shall have the option of removing any improvements developed/at County expense within 90 days after such termination; otherwise such improvements shall become property of the State. Title to all improvements developed on Area C shall vest in the United States, upon termination.

8. All notices which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the County of Yolo as follows: Board of Supervisors, County of Yolo, Courthouse, Woodland, California; and to the State as follows: Department of Fish and Game, 1416 Ninth Street, Sacramento, California, 95814. The address to which the notices shall or may be mailed as aforesaid may be changed by written notice by such party to the other as hereinbefore provided, but nothing contained herein shall preclude the giving of any such notice by personal service.

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9. This agreement is not assignable by the County in whole or in part without written consent of the State first had and obtained, and any such assignment without written consent of the State first had and obtained shall be null and void.

10. That the parties hereto agree that the County and any of its agents and employees, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State, the United States and

11. That the County agrees to indemnify and save harmless the State, their officers, agents, and employees from any and all claims and losses to any person, firm or corporation, arising out of the exercise by the County of its rights and obligations under this agreement.

12. County may, at its sole expense, construct and maintain on said areas B&C such other improvements for general recreation as it may desire, so long as such developments and/or structures do not interfere with the major purpose of creating access to public fishing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf

of the parties hereto, the day and year first above written.

COUNTY OF YOLO

ATTEST:

BY

[illegible] HANNAH, Clerk

BY

Deputy

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME
WILDLIFE CONSERVATION BOARD

BY

Approved:
THE UNITED STATES OF AMERICA

BY

Acting Regional Director
Mid-Pacific Region
BUREAU OF RECLAMATION

I hereby certify that all conditions to be met by the State of California have been met to the satisfaction of the Department of Fish and Game.

BY

[illegible]
CHIEF DEPUTY COUNTY COUNSEL

Micro Fiched

Dept. | POLICY | BUDGET
Department of General Services
APPROVED
DEC 20 1974
BY
Asst. Chief Counsel

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Solano Project, California

LEASE OF FISHING ACCESS SITE
AT LAKE SOLANO IN YOLO COUNTY,
TO STATE OF CALIFORNIA, DEPARTMENT OF FISH AND GAME

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Solano Project, California

LEASE OF FISHING ACCESS SITE
AT LAKE SOLANO IN YOLO COUNTY,
TO STATE OF CALIFORNIA, DEPARTMENT OF FISH AND GAME

THIS LEASE, made and entered into this _____ day of _____, 1974, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, and pursuant to other pertinent statutes, between THE UNITED STATES OF AMERICA, as Lessor, acting by and through the Bureau of Reclamation, hereinafter styled the "Bureau," an agency of the Department of the Interior, and the STATE OF CALIFORNIA, acting by and through the Executive Officer, Wildlife Conservation Board, as Lessee, hereinafter styled the "State";

Micro Fiched

WITNESSETH, THAT:

EXPLANATORY RECITALS

WHEREAS, the State desires to further develop an existing access site and to construct an access road, parking area, water supply and sanitary facilities on Lake Solano Reservoir area adjacent thereto, utilizing funds derived from the California Wildlife Restoration Fund; and

WHEREAS, such use is not inconsistent with Solano Project purposes; and

WHEREAS, such use is compatible with the Management Agreement between the Bureau and Solano County covering the management of administration of recreation on the Lake Solano Reservoir area, under the terms of which Solano County and the Bureau have developed public outdoor recreation facilities along the Solano County shore of Lake Solano; and

Micro Fiched

WHEREAS, the fishing access facilities will be operated and managed by the County of Yolo pursuant to the terms of a new cooperative agreement to be entered into between the County and the State and approved by the Bureau;

NOW, THEREFORE, the parties hereto agree as follows:

LEASED AREA

1. The Bureau hereby leases to the State Parcels 1 and 2 amounting to 30.37 acres, more or less, in Sections 25, 26, 35 and 36, T. 8 N., R. 2 W., in the county of Yolo, which are described as follows:

PARCEL ONE:

A parcel of land in the SW¼ of the SW¼ of Section 25, and in the SE¼ of Section 26, all in T. 8 N., R. 2 W., M.D.B.&M., containing an area of 17.38 acres of land, more or less, and more particularly described in Book 745 of Official Records, Yolo County, at page 293.

PARCEL TWO:

A parcel of land in the NW¼ of Section 36, T. 8 N., R. 2 W., M.D.B.&M., said County and State, described as follows: Beginning at a point on the southerly boundary of the northwest quarter (NW¼) of said Section 36; said point being distant South 88°59' West 109.1 feet along said southerly

Checked as to Engineering data
[illegible] 8-7-74

boundary from the southeast corner of the northwest quarter (NW¼) of said Section 36; running thence from said point of beginning, South 88°59' West 276.9 feet along said boundary to the centerline of Putah Creek; thence leaving said southerly boundary North 49°24' West 1313.2 feet along said centerline; thence North 31°23' West 1063.5 feet along said centerline; thence North 22°50' West 1009.3 feet along said centerline to a point on the northerly boundary of said Section 36; said point is South 88°45' East 404.2 feet along said northerly boundary from the section corner common to Sections 25, 26, 35 and 36, in said Township and Range; thence South 88°45' East 147.3 feet along said northerly boundary to the intersection thereof with the southwesterly boundary of State Highway No. 128; thence leaving said northerly boundary and running southeasterly along the southwesterly boundary of said highway the following bearings and distances; South 18°25' East 222.8 feet, South 17°56' East 333.6 feet, South 25°53' East 387.0 feet, South 36°53' East 419.6 feet, South 38°31' East 250.5 feet, South 29°45' East 200.4 feet, South 32°30' East 230.0 feet, South 60°13' East 217.8 feet, South 53°26' East 369.8 feet, South 56°54' East 300.2 feet to a point that is distant North 41°18' West 531.1 feet from the point of beginning; thence South 41°18' East 531.1 feet along said southwesterly boundary to the point of beginning, containing an area of 12.99 acres, more or less.

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The State hereby accepts responsibility for the development, administration, operation and maintenance of facilities and public access in the Lake Solano Reservoir area above described, which will be known as Putah Creek Public Access Extension.

PLANS TO BE PREPARED BY STATE

2. The State will prepare and submit to the Bureau for approval:

(a) Plan of Development for construction;

(b) Proposed Planting Plan which recognizes environmental conditions, minimizes the removal of plant material, and creates a development harmonizing with the surrounding area. Such plan will show treatment of scarred areas resulting from construction, erosion control, disposal of plants, rocks, and trees requiring removal and replacement with indigenous vegetation and adequate screening of facilities; and

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(c) A Cooperative Agreement, to be approved by the Bureau, between the State and County of Yolo for the maintenance of facilities. XXXXXXXXXXXXXXXXXXXX

EXCEPTIONS AND RESERVATIONS

3. The privileges herein granted to the State are subject to:

(a) Any and all existing rights, privileges, or interests in the lands described in article 1 to which the title of the Bureau may be subject, and the State agrees not to interfere with any such rights, privileges, or interests.

(b) All existing easements and rights-of-way, and easements or rights-of-way which may be acquired by the Bureau for highway, railroad, irrigation works, or any other purposes.

(c) The right of all properly authorized officers, assignees, agents, employees, licensees, permittees and lessees of the Bureau to enter upon the lands described herein without charge

for the purpose of enforcing, protecting, and exercising the rights reserved to the Bureau and protecting the rights vested in those not party to this lease.

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COST REPORT

4. The State will furnish the Bureau, within 1 year after completion of construction, an itemized construction cost statement covering its expenditures. Construction cost statements will be provided after any additional construction phases are completed. The State will also furnish, within 60 days after receipt, a report of funds it may receive from the Land and Water Conservation Fund Act of 1965.

TERM OF LEASE

5. This lease shall continue in effect for a period of 25 years from the date of execution unless sooner terminated as provided herein. The term may be renewed for an additional 25-year period by mutual agreement of the parties in writing prior to the termination date.

TERMINATION

6. This lease shall terminate and all rights of the State hereunder, except as hereinafter provided, shall cease:

(a) Upon expiration of the term or its renewal as provided in article 5.

(b) Upon the failure of the State or its contractors, licensees, or permittees to observe any of the requirements of this

lease. The Bureau shall give written notice to the State of the default and shall give the State 90 days in which to correct the default or violation.

(c) By agreement in writing of the parties hereto.

TITLE TO IMPROVEMENTS

7. Upon termination of this lease, title to all structures on the premises shall vest in the United States.

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PESTICIDES

8. The use of pesticides on land covered by this contract shall comply with all provisions of Federal and State pesticide laws, amendments thereto, and Department of the Interior's policies. The State is prohibited from using chemicals listed on the Department of the Interior's attached current "Prohibited List" marked Exhibit "A"; chemical toxicants for killing predator mammals or birds; and chemical toxicants which cause secondary poisoning for killing mammals, birds, and reptiles. Written approval of the Bureau is required prior to any use of pesticides on the land.

LIMITATION OF LIABILITY

9. To the extent it is legally able to do so, the State will save the United States harmless from any and all liability for injury to or death of persons or damages to property caused by or resulting in any manner from the State's exercise of the privileges herein granted.

LAND USE STIPULATION

10. The attached statement marked Exhibit "B" entitled Reclamation Land Use Stipulation is by reference incorporated herein and made a part hereof.

CIVIL RIGHTS ACT OF 1964

11. The attached statement marked Exhibit "C" entitled Civil Rights Act of 1964 is by reference incorporated herein and made a part hereof.

Micro Fiched

NONDISCRIMINATION IN EMPLOYMENT

12. The attached statement marked Exhibit "D" entitled Nondiscrimination in Employment, Executive Order No. 11246 of September 24, 1965, as supplemented and amended, is by reference incorporated herein and made a part hereof.

CERTIFICATION OF NONSEGREGATED FACILITIES

13. The attached statement marked Exhibit "E" entitled Certification of Nonsegregated Facilities is by reference incorporated herein and made a part hereof.

ENVIRONMENTAL REQUIREMENTS

14. The attached statement marked Exhibit "F" entitled Environmental Requirements is by reference incorporated herein and made a part hereof.

OFFICIALS OR EMPLOYEES NOT TO BENEFIT

15. No member or delegate to Congress or resident commissioner and no officer, agent or employee of the Department of the Interior

or employee of the State or the County of Yolo shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this lease if made with a company or corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

Micro Fiched

THE UNITED STATES OF AMERICA

By _____
Regional Director
Mid-Pacific Region
Bureau of Reclamation

NOTED WITHOUT OBJECTION:

By _____
Yolo County
Title:

By _____
Solano County
Title:

STATE OF CALIFORNIA

By _____
Executive Officer
Wildlife Conservation Board

EXHIBIT "A"

POLICY ON PESTICIDES

Prohibited List

Micro Fiched

Aldrin

Amitrol

Arsenical Compounds (inorganic)

Azodrin

Bidrin

DDT

DDD (TDE)

2,4,5-T

Dieldrin

Endrin

Heptachlor

Mercurial Compounds

Strobane

Thallium Sulfate

Toxaphene

Exhibit_____

RECLAMATION LAND-USE STIPULATION

There is reserved to the United States, its successors or assigns, the prior right to use any of the lands herein described to construct, operate, and maintain all structures and facilities including, but not limited to, canals, waterways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

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The permittee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the permittee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the permittee for payment of any such sums, the permittee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over, or upon said lands. As an alternative to payment, the permittee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

The permittee shall bear the cost to the Government of any costs occasioned by the failure of the permittee to remove or adapt its facilities within the time limits specified.

There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

The permittee further agrees that the United States, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the permittee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed so as in any manner limiting other reservations in favor of the United States contained in this permit.

Exhibit "C"

CIVIL RIGHTS ACT OF 1964

In connection with the performance of work under this contract, State hereinafter referred to as the contractor, agrees as follows:

"(1) The contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the contractor receives financial assistance from the Bureau of Reclamation and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

Micro Fiched

"(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the contractor by the Bureau of Reclamation, this assurance obligates the contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the contractor for the period during which the Federal financial assistance is extended to it by the Bureau of Reclamation.

"(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representation and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees, and assignees."

Exhibit 83

NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, State hereinafter referred to as the contractor, agrees as follows:

Micro Fiched

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Exhibit _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The State hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The State agrees that a breach of this certification is a violation of Title VI, Civil Rights Act of 1964. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

Micro Fiched

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EXHIBIT "F"

ENVIRONMENTAL REQUIREMENTS

1. State shall plan, construct, operate, maintain, and manage all structures and facilities on the premises herein described so as to minimize adverse environmental consequences. In so doing, careful consideration will be given to alleviating potential harmful effects on, but not limited to, landscape, soils, water, air, mineral, timber, or population or other animate resources.

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Prior to any artificial modification of the environment on the said premises, State will submit a draft detailed statement of environmental impact to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, and such other reports as may now or hereafter be required. Such detailed statement shall state clearly and concisely, but not be limited to, (1) the environmental impact of the proposed action, (2) any adverse environmental effects that cannot be avoided, (3) alternatives to the proposed action, (4) the relationship between local short-term uses hereunder and the maintenance, and (5) any irreversible and irretrievable commitment of resources involved hereunder.

No such artificial modification of the environment shall be undertaken without prior approval of the Bureau of Reclamation in writing.

2. State shall correct or modify any pollution of soil, air, or water and deterioration of living or inanimate resources caused by or resulting from exercise of the privileges granted herein in accordance with rules, regulations, and directives of the Secretary of the Interior, including but not limited to aesthetic qualities of the environment, and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

Micro Fiched

3. State shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of California, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

4. In the use of pesticides on the land covered by this contract, the State shall comply with all provisions of Federal and State pesticide laws and any amendments thereto. State is specifically prohibited from using on said land any and all pesticides named on the "Prohibited List" and any amendment thereto. Further, in the use of all pesticides on lands owned by the United States, the State shall submit plans for such use annually and shall obtain prior written approval of the Contracting Officer for the United States before implementing said plans.

Micro Fiched

18E

Yolo County
(County)
P.O. Box 239
Woodland, California 95695
(Address)

YOLO COUNTY AGREEMENT NO. 74-234

EVALUATION AGREEMENT
(AB 180)

Micro Fiched

Mr. Allen F. Breed, Director
Department of the Youth Authority
714 P Street
Sacramento, California 95814

Dear Mr. Breed:

We hereby agree to carry out program evaluation studies as specified by the Department of the Youth Authority. It is understood that this county will be reimbursed for all expenditures incurred in carrying out such studies, but not to exceed * $3,000.00. It is further understood that such reimbursement is for criminal justice data exclusive of that required by law and routinely provided to state agencies.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
(Signature)
CHAIRMAN OF THE BOARD OF SUPERVISORS
Person Designated as Coordinator
With Youth Authority

_____
(Signature)
Financial Officer

_____ _____
(Date) (Date)

* This cost will be negotiated on an individual county basis prior to final approval of your plan.

CHARLES R. MACK
COUNTY COUNSEL
BY: _____
CHIEF DEPUTY COUNTY COUNSEL

(Submit in duplicate)

RECEIVED
DEC - 6 1974
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
DEC - 6 1974
LAURENCE P. HENIGAN, Clerk
By Paula G. Corral Deputy

AGREEMENT NO. 74-235

(Agreement for Consultant and Research Services)

THIS AGREEMENT, made and entered into this 12th day of November, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and JERRY DRANE, hereinafter referred to as CONSULTANT,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY has applied for and received grant funds to undertake an evaluation study of the criminal justice system within Yolo County, with particular reference to existing services available for adult offenders, and an assessment of additional needs, if any.
2. CONSULTANT is familiar with the requirements and provisions of said grant of funds from the State of California, and represents that he is capable of carrying out said work.
3. That a description of said project is contained in the documents attached hereto, collectively marked Exhibit "A" and incorporated herein by reference thereto.

AGREEMENTS:

1. CONSULTANT shall perform the services described in Exhibit "A" in a proper and workmanlike manner, and shall undertake said work promptly upon execution of this agreement. In undertaking this project, CONSULTANT covenants and warrants that he will devote approximately twenty (20) hours per week to said project, as is described in Exhibit "A".
2. CONSULTANT shall make a written progress report each month through the Corrections Advisory Committee, and to the Probation Department of Yolo County. The purpose of said report

XEROX COPY

is to enable said entities to evaluate the progress and value of CONSULTANT's work to date.

3. CONSULTANT shall be paid no more than TWO THOUSAND TWO HUNDRED FIFTY and NO/100 $2,250.00) DOLLARS for his work, as follows:

$375.00 on December 1, 1974
$375.00 on January 1, 1975
$375.00 on February 1, 1975
$375.00 on March 1, 1975
$750.00 upon completion of project and written report, to be completed no later than May 1, 1975.

Micro Fiched

Said amounts shall be paid by COUNTY to CONSULTANT only upon the submission of such progress reports together with a claim upon the COUNTY detailing actual hours worked, to be countersigned by the Probation Officer of Yolo County, as an indication that said claim is approved, and that said officer acknowledges satisfaction with the progress made by CONSULTANT upon said work to that date.

4. Either party to this contract may terminate same upon thirty (30) days' written notice. For this purpose, and for all other purposes under the terms of this agreement, the addresses of the parties hereto are given as follows:

Yolo County Probation Department
P. O.Box 239
Woodland, California 95695

Jerry Drane
600 - 6th Street
Davis, California 95616

5. COUNTY shall reimburse CONSULTANT for travel expenses in the amount of $0.15 per mile, but for no more than 3,000 miles, actually travelled by CONSULTANT in the performance of his work hereunder.

6. COUNTY shall provide clerical support and supplies to a value not to exceed $300.00.

7. CONSULTANT shall maintain all necessary and appropriate records of work performed, mileage travelled, time spent and similar data to enable the COUNTY to perform any necessary

or appropriate audit of this program.

8. All materials prepared and developed, and all data acquired by CONTRACTOR, as well as the final report to be prepared and submitted by CONSULTANT shall remain at all times during the course of the project and thereafter the property of the County of Yolo, and not the property of CONSULTANT. CONSULTANT is hereby granted a license by the COUNTY to use said data, materials, notes and reports only for purposes of use by him in fulfilling graduate degree requirements. Upon completion of this project, all of said data or copies thereof, shall be delivered to COUNTY prior to receipt by consultant of said final payment. A copy of the final report shall be submitted to the Board of Supervisors no later than May 1, 1975.

Micro Fiched

9. CONSULTANT is performing the services described herein as an independent contractor, and not as an employee of COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONSULTANT -

Jerry Drane
JERRY DRANE

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Corral
DEPUTY

(SEAL)

CHARLES R. MACK
COUNTY COUNSEL
BY
CHIEF DEPUTY COUNTY COUNSEL

APPLICATION FOR FUNDS UNDER AB 180

1.)	Title of Project Location - Yolo County	Survey of Services for Adult Offenders Micro Fiched
2.)	Applicant	Yolo County Probation Dept. Leroy Ford, County Probation Officer P.O. Box 239 Woodland, Calif. 95695
3.)	Project Director	John C. Cobb, Supervising Probation Officer P.O. Box 239 Woodland, Calif. 95695
4.)	Financial Officer	Arthur M. Heasley Auditor-Controller Courthouse - Room 211 Woodland, Calif. 95695
5.)	Official Designated to Receive Funds	Leroy Ford, County Probation Officer P.O. Box 239 Woodland, Calif. 95695
6.)	Duration of Project	6 months November 1, 1974 - April 30, 1975
7.)	Total Project Costs	$3,000 (See attached budget)

EXHIBIT "A"

8.) Program Plan

a. Project Summary

This project will survey existing services for adult offenders within the physical boundaries of Yolo County and will provide an assessment of additional needs. The survey and written report is expected to take a half-time graduate student approximately six months to complete. This survey was suggested by and is under the auspices of the Yolo County Corrections Advisory Committee. This committee which is recognized by the Yolo County Board of Supervisors is composed of the judiciary, Sheriffs, Police Chiefs, District Attorney, County Probation Officer, Public Defender, and a member of the Board of Supervisors.

Micro Fiched

b. Project Objectives

Provide a report to the Yolo County Corrections Advisory Committee and the Yolo County Board of Supervisors. Said report will be formulated along the following guidelines:

1. Catalog existing services provided for adult offenders within Yolo County;

2. Assess unmet needs;

3. Provide recommendations and establish priorities.

c. Results to be Achieved, Measures of Effectiveness

The survey of services for adult offenders and subsequent report and recommendations will attempt to pinpoint the most pressing needs for adult offenders. The most realistic measure of effectiveness of the study will be the level of receptiveness shown by the Yolo County Corrections Advisory Committee and the Yolo County Board of Supervisors. This receptiveness would be demonstrated by the implementation of the recommendations in years to come.

d. Background of the Problem

Numerous studies have been completed regarding the needs of youth and Juvenile delinquents in Yolo County. Unfortunately, however, no comprehensive study has ever been completed directed entirely toward the needs of adult offenders.

Everyone connected with the Criminal Justice System within Yolo County would no doubt agree that services provided for adult offenders are severely lacking. It would be difficult, however, for the agencies involved to agree on the most immediate problems or to formulate a plan of attack to correct the deficiencies.

The Yolo County Corrections Advisory Committee is most aware of the above dilemma and consequently agreed that a comprehensive study was necessary to put the issue in proper perspective.

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e. Approach to Solving the Problem

A catalog of existing services provided by public agencies and community, private, volunteer and religious organizations will be developed. Included in this listing will be the location, accessibility and key personnel of the organization with a brief description of the services provided. This information will be categorized by major geographical and political areas of the County and will be cross-referenced by categories of services offered. Appended to the catalog will be analysis of the identified services denoting:

1. Clientele served
2. Source of referrals
3. Goals of Program
4. Number of Clients served
5. Results of Services Provided

Tentative establishment of these factors will be accomplished through interviews with key personnel in the various organizations and with their clientele. Categories of services should be developed as follows:

1. General Welfare
2. Education/Manpower Development
3. Health Care
4. Counseling
5. Employment
6. Financial Assistance

(This list is certainly not comprehensive nor is it prioritized)

The next phase of this survey is perceived as being accomplished through extensive input from all those involved in the Criminal Justice System as it applies to adult offenders: law enforcement officers, judges, district attorney staff, public defender, probation office staff, etc. Equally important will be the ideas and opinions of agency administrators, community leaders and concerned citizens in identifying the needs and deficiencies in existing services areas. Other resources such as the National Council on Crime and Delinquency will be investigated as possible sources of information -- principally in the area of similar surveys undertaken by other counties.

Micro Fiched

Conclusions, Recommendations and Establishment of Priorities. This will be accomplished upon completion of data collection and will be presented to the Yolo County Corrections Advisory Committee.

f. Statement of Work and Work Schedule

Identification, catagorizing, and analysis of existing services - November - December 1974

Assessment of further needs - January - February 1975

Establishment of priorities, conclusions, and recommendations - March - April 1975

ATTACHMENT A

BUDGET

a. Salary Cost

1. Staff - half-time graduate 375/mo X 6 months (includes benefits)	$2,250.00

Micro Fiched

b. Operating Expenses

1. Travel .15/mile X 3000 miles	450.00
2. Printing Supplies and Overhead	300.00
	$3,000.00

Yolo County

P. O. Box 239
Woodland, Calif. 95695

FILED

AGREEMENT NO. 74-226

Department of Transportation
District 3
P. O. Box 911
Marysville, CA 95901

APR - 2 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

03-Yol-505 0.0/14.0
Between the Solano County Line and 2.75 Miles North of Madison

SUPPLEMENTAL FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this 18th day of November, 1974, by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation (herein referred to as "STATE"), and the County of Yolo (herein referred to as "COUNTY"),

Micro Fiched

WITNESSETH:

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated September 26, 1966, relating to that portion of State Highway Route 505 from the Solano County Line to 2.75 miles north of Madison; and

WHEREAS, the plan of construction, as shown on Exhibit A attached to said Agreement, has been altered in certain respects since the execution of said Agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW, THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised Exhibit A, shall be substituted for Exhibit A attached to the Freeway Agreement dated September 26, 1966, and become a part of said Agreement for all purposes.

2. That except for the substitution of the revised plan map, said Freeway Agreement dated September 26, 1966, shall remain in full force and effect, unmodified by any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

HOWARD ULLRICH
Director of Transportation

By _____

APPROVED:

_____
Chief, Div. of Project Development

APPROVED AS TO FORM:

_____
Attorney (State)

THE COUNTY OF YOLO

By _____

Micro Fiched

_____

APPROVED AS TO FORM:

_____
Attorney (County)

RECORDED DOCUMENT

FILED

DEC 10 1974

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 74- 237

(Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of NOVEMBER, 1974, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and GROVEWOOD SQUARE PROPERTIES, a partnership, composed of Jack Richey, Nielsen-Nickles Company, a corporation, Pacific Coast Holdings, Inc. and Harold T. Nielsen, whose mailing address is P. O. Box 1287, Sacramento, California, hereinafter referred to as SUCCESSOR,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY and JOHN D. McCOY entered into a Land Use Contract, Yolo County Agreement No. 71-181 which was recorded in the Office of the County Recorder of the County of Yolo in Book 967 of Official Records at Page 298.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said contract to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-181.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as hereinabove set forth.

BK 1128 PG 85

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

GROVEWOOD SQUARE PROPERTIES, a partnership

BY _____, partner

BY _____

VOL. 1128 PAGE 87
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 4 1974
27 Min. Past 10 O'clock A M
YOLO COUNTY, CALIFORNIA
_____ Recorder
pp chc

BOOK 1128 PAGE 86

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On November 25, 1974, before me, the undersigned County Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A. Rodgers
Deputy Clerk

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On November 21, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Richey, known to me to be ONE of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal the day and year first above appearing.

OFFICIAL SEAL
Richard A. Prater
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires January 30, 1978

NOTARY PUBLIC

BOOK 1128 PAGE 87

EXHIBIT "A"

All that real property in the County of Yolo, State of California, described as the South one-half of Section 7, Township 8 North, Range 1 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all oil, gas, minerals and mineral rights, whether metallic or non-metallic, in or under or to be derived from said lands with the perpetual right of ingress and egress to and from the land for the purpose of drilling, exploring and mining and in every way operating for such oil, gas and minerals, and removing same, all as reserved by Claire Peters in Deed to John Graf and D. H. McCoy, recorded January 3, 1951 in Book 333 of Official Records, Page 428.

Micro Fiched

TOGETHER WITH a right of way for ingress and egress and over that certain strip of land 40 feet in width, as reserved in the Deed from D. H. McCoy, et al, to the Pacific Gas and Electric Company, a California corporation, recorded July 30, 1965 in Book 491 of Official Records, Page 163.

BOOK 1128 PAGE 88

17387

17387

November 25, 1974

NOTICE OF NON-RENEWAL

FILED
NOV 27 1974
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

Micro Fiched

TO: William E. Duncan, Chairman
Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

The undersigned, GROVEWOOD SQUARE PROPERTIES, a partnership, composed of Jack Richey, Nielsen-Nickles Company, a corporation, Pacific Coast Holdings, Inc. and Harold T. Nielsen, give notice of non-renewal as to the real property which is the subject of the Land Use Contract, Yolo County Agreement No. 71-181, which has been conveyed to the undersigned and which is also subject to Agreement Amending Land Use Contract, Yolo County Agreement No. 74-237, and which is more particularly described in Exhibit "A" attached thereto.

GROVEWOOD SQUARE PROPERTIES,
a partnership

BY [signature] Partner

BY _____

BOOK 1128 PAGE 84

RECORDED
Document
FILED
DEC 20 1974
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 74-236

(Land Use Contract After Conveyance and Division of Subject Property)

THIS LAND USE CONTRACT AFTER CONVEYANCE AND DIVISION OF SUBJECT PROPERTY dated this 25th day of November, 1974, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and DAVID W. DEAMER, JR. and JANE C. DEAMER, his wife, hereinafter referred to as SUCCESSORS "A", whose mailing address is 1033 Columbia Place, Davis, California 95616, and PHILIP W. WALKER and CAROL A. WALKER, his wife, hereinafter referred to as SUCCESSORS "B" and whose mailing address is P. O. Box 284, Davis, California 95616,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY and DONALD M. MILLER and JUANITA W. MILLER, JOHN V. DAWSON, JR. and JOAN DAWSON, entered into a Land Use Contract, Yolo County Agreement No. 71-229 which is recorded in the Office of the County Recorder of the County of Yolo in Volume 968 of Official Records at Page 605, hereinafter referred to as Land Use Contract.
2. Said Land Use Contract provides for the execution of a contract identical to the contract then covering the original parcel on each parcel created by a division.
3. DONALD M. MILLER, JUANITA W. MILLER, JOHN V. DAWSON, JR. and JOAN DAWSON have conveyed a portion of the subject property of said Land Use Contract to SUCCESSORS "A" and SUCCESSORS "B". SUCCESSORS "A" and SUCCESSORS "B" have divided the portion of the subject property so conveyed to them by conveying to SUCCESSORS "A" the property described in Exhibit "A" attached hereto and incorporated by reference herein, hereinafter referred to as Exhibit "A" property and conveying

BOOK 1128 PAGE 30

to SUCCESSORS "B" the property described in Exhibit "B" attached hereto and incorporated by reference herein, hereinafter referred to as Exhibit "B" property.

4. The parties desire to enter into this Land Use Contract After Conveyance and Division of Subject Property as the contract identical to the contract covering the original parcel.

AGREEMENTS:

Micro Fiched

1. SUCCESSORS "A" and their heirs, successors and assigns as to the Exhibit "A" property shall be bound by all the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of DONALD M. MILLER, JUANITA W. MILLER, JOHN V. DAWSON, JR. and JOAN DAWSON as provided therein.
2. SUCCESSORS "B" and their heirs, successors and assigns as to the Exhibit "B" property shall be bound by all the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of DONALD M. MILLER, JUANITA W. MILLER, JOHN V. DAWSON, JR. and JOAN DAWSON as provided therein.
3. All notices as to the Exhibit "A" property shall be given to SUCCESSORS "A" and all notices as to the Exhibit "B" property shall be given to SUCCESSORS "B" by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, to the addresses set forth above.
4. Except as set forth herein, all the terms and conditions of said Land Use Contract are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Contract After Conveyance and Division of Subject Property as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

BOOK 1128 PAGE 91

SUCCESSORS "A" -

David W. Deamer
DAVID W. DEAMER, JR.

Jane C. Deamer
JANE C. DEAMER

Micro Fiched

SUCCESSORS "B" -

Philip W. Walker
PHILIP W. WALKER

Carol A. Walker
CAROL A. WALKER

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OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 4 1974
AT 22 Min. Past 10 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
no chg

BOOK 1128 PAGE 92

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On November 25, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Filmed

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this November 19, 1974, before me the undersigned, a Notary Public in and for the said County and State, personally appeared DAVID W. DEAMER, JR. and JANE C. DEAMER known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 19th day of November, 1974.

OFFICIAL SEAL
BETTY L. CONRAD
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires Sept. 25, 1977

Betty L. Conrad
NOTARY PUBLIC

BOOK 1128 PAGE 93

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this November 22, , 1974, before me the undersigned, a Notary Public in and for the said County and State, personally appeared PHILIP W. WALKER and CAROL A. WALKER known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Micro Fiched

Dated this 22nd day of November, 1974.

Wanda L. Shellchock
NOTARY PUBLIC

OFFICIAL SEAL
WANDA L. SHELLCHOCK
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires Sept. 2, 1977

BOOK 1128 PAGE 91

EXHIBIT "A"

A portion of the Southwest Quarter of the Northeast Quarter of Section 22, Township 9 North Range 2 East, M.D.B. & M., described as follows:

BEGINNING at a point distant North 01° 15' 48" East 326.80 feet from the Southwest corner of said Northeast Quarter; thence from said point of beginning North 01° 15' 48" East a distance of 990.00 feet to the Southwest corner of the parcel of land conveyed to Robert B. Cochran et ux, by deed recorded November 25, 1961 in Book 927 or 600; thence South 88° 52' East a distance of 1,322.38 feet to the Northwest corner of the parcel of land conveyed to Charles Parsons by deed recorded February 5, 1971 in Book 966 or 623; thence South 00° 52' 00" West 330.00 feet; thence North 88° 52' 00" West 660.00 feet; thence South 00° 52' 00" West a distance of 660.00 feet; thence North 88° 52' 00" West 669.23 feet to the point of beginning.

Micro Fiched

TOGETHER WITH AN EASEMENT for Ingress and Egress and an easement for underground pipeline for irrigation purposes over and across the following described property.

A strip of land 40 feet wide, the West line of which is described as the West line of the Northwest corner quarter of the Northeast quarter of Section 22, and the South line being the North line of Parcel A of Parcel Map 2166 filed in the office of the County Recorder of Yolo County, on March 4, 1974 in Book 2 of Parcel Maps at page 37.

EXCEPTING AND RESERVING therefrom, for a period of ten (10) years from July 1, 1972, all oil, gas, minerals and other hydrocarbon substances lying within or under the above described land, together with a perpetual sub-surface right of ingress and egress for the purpose of prospecting and exploring for an mining and extracting said substances, but, however, excluding and excepting all rights in and to the surface of said land and the subsurface thereof down to a depth of 500 feet measured vertically from the surface of said land.

BOOK 1053 PAGE 243

4189

BOOK 1128 PAGE 95

YOLO COUNTY

EXHIBIT "B"

Micro Fiched

All that portion of the Northeast Quarter of Section 22, Township 9 North, Range 2 East, M.D.B. & M., described as follows:

Beginning at the Southwest corner of said Northeast quarter of Section 22; thence from said point of beginning, North 01° 15' 48" East along the West line of said Northeast quarter 326.80 feet; thence South 88° 52' 00" East 669.23 feet; thence North 00° 52' 00" East 660.01 feet; thence South 88° 52' 00" East 660.00 feet to a point on the West line of that certain real property conveyed to Charles Parsons by deed recorded February 5, 1971 in Book 966 Official Records, page 623; thence South 00° 52' 00" West along the West line of said Parsons property 964.32 feet to the South line of said Northeast Quarter of Section 22; thence along said South line North 88° 58' 25" West a distance of 1,331.49 feet to the point of beginning.

EXCEPTING AND RESERVING therefrom, for a period of ten (10) years from July 1, 1972, all oil, gas, minerals and other hydrocarbon substances lying within or under the above described land, together with a perpetual sub-surface right of ingress and egress for the purpose of prospecting and exploring for and mining and extracting said substances but, however, excluding and excepting all rights in and to the surface of said land and the subsurface thereof down to a depth of 500 feet measured vertically from the surface of said land.

TOGETHER WITH a right of way for road purposes for ingress and egress and an easement for underground pipe line for irrigation purposes over the West 40 feet of the following described property:

Beginning at a point on the Easterly line of the Northeast quarter of Section 22, Township 9 North, Range 2 East, M.D.B. & M., said point bears along the Easterly line South 2,268 feet from the Northeast corner of said Section 22; thence from said point of beginning at right angles to said Easterly line West 726.00 feet; thence parallel with said Easterly line North 960 feet; thence West 1, 914 feet to the West line of said Northeast quarter of Section 22; thence along said West line, North 90.00 feet; thence East 1,986.6 feet to the Westerly line of the land now or formerly owned by Baker; thence along said line South 90 feet to the Southwest corner of said Baker land; thence along the South line of said lands East 653.4 feet to said East line of Section 22; thence along said line South 960.00 feet to the point of beginning.

TOGETHER WITH: a right of way for ingress and egress over the South 20 feet of the Southeast quarter of the Northeast quarter of Section 22, Township 9 North, Range 2 East, M.D.B. & M.

TOGETHER WITH an easement for ingress and egress and an easement for underground pipeline for irrigation purposes over and across a strip of land 40 feet wide the west line of which is described as the West line of the Northwest Quarter of the Northeast Quarter of Section 22, and the South line is the North line of Parcel B of Parcel Map No. 2166 filed in the Office of the County Recorder of Yolo County on March 4, 1974 in Book 2 of Parcel Maps at page 37.

4190

ACD

BOOK 1093 PAGE 251

BOOK 1128 PAGE 96

17388

17386

To:
Planning
Co. Counsel
Assessor
State Agriculture Director
Grove wood Square Properties
Mr. and Mrs. Phil Walker.

XEROX
CERTIFIED COPY

Record Agreements
before filing.

BOARD OF SUPERVISORS
Yolo County, California

Date: November 25, 1974
Entry No. 2

File:
ZONING- LAND CONSERVATION ACT OF 1965- Requests.
ZONING- HEARINGS- Rezoning.

Micro Fiched

SEE:
AGREEMENT BOOK NO. 27

MINUTE ORDER NO. 74-1444 : APPROVED AGREEMENT NO. 74-237, A SUCCESSOR LAND USE CONTRACT, WITH GROVEWOOD SQUARE PROPERTIES, A PARTNERSHIP, WHICH SUCCEEDS AGREEMENT NO. 71-181, ON PROPERTY FORMERLY OWNED BY JOHN D. MCCOY; APPROVED AGREEMENT NO. 74-238, A SUCCESSOR LAND USE CONTRACT, WITH DAVID W. DEAMER, JR. AND JANE C. DEAMER, PHILIP W. WALKER AND CAROL A. WALKER, WHICH SUCCEEDS AGREEMENT NO. 71-229, ON PROPERTY FORMERLY OWNED BY DONALD M. MILLER AND JUANITA W. MILLER, JOHN V. DAWSON, JR. AND JOAN DAWSON; AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENTS.

Upon motion of Supervisor Marchand , seconded by Supervisor Stephens , and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Stephens, Marchand, Edmonds, Espigares, Duncan.

Noes: None.

Absent: None.

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OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 4 1974
At 20 Min. Past 10 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
no chg

COUNTY of YOLO)

I, LAURENCE P. HINMAN, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors, as the same appears upon their minute book.
Witness my hand and seal of said Board of Supervisors affixed this 2nd day of December 19 74
LAURENCE P. HINMAN, County Clerk and Ex-officio Clerk of the Board of Supervisors
By Barbara A. Rodgerson
Deputy

ORIGINAL

BOOK 1128 PAGE 83

17388

November 27, 1974

NOTICE OF NON-RENEWAL

FILED
NOV 27 1974
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

TO: William E. Duncan, Chairman
Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

The undersigned, DAVID W. DEAMER, JR. and JANE C. DEAMER, his wife, give notice of non-renewal as to the portion of the subject property of the Land Use Contract, Yolo County Agreement No. 71-229, which has been conveyed to the undersigned and which is also subject to Land Use Contract After Conveyance and Division of Subject Property, Yolo County Agreement No. 74- 238, and which more particularly constitutes the Exhibit "A" property thereof.

David W. Deamer Jr
DAVID W. DEAMER, JR.

Jane C. Deamer
JANE C. DEAMER

BOOK 1128 PAGE 89

AGREEMENT NO. 74-239

The County of Yolo, herein referred to as County, and the Washington Unified School District, herein referred to as District, enter into this Agreement for purposes of providing Youth Services Bureau general case aide services to the several schools of the Washington Unified School District. The provisions, which shall be mutually agreeable, shall be as follows:

1.0 The County, through its agent Youth Services Bureau, shall provide to the District general case aide services for a period of one school year, July 1, 1974 to June 30, 1975. Such services shall include, but not be limited to, the following:

1.1 General counseling.

1.2 Tutoring.

Micro Fiched

2.0 General guidelines for the services to be provided by County through its agent, Youth Services Bureau, will be mutually agreed upon by the parties to the Agreement.

3.0 The County agrees that, in providing services to the several schools of the District, the agent, Youth Services Bureau, will adhere to the Rules and Regulations and Policies of the District while on school premises.

4.0 Services provided by County will be performed in District schools as are mutually agreed upon by the parties to the Agreement.

5.0 In exchange for the services provided by County, District agrees to pay the sum of Two Thousand Dollars ($2,000.00). Such payment shall be made in the following manner:

5.1 At the conclusion of the service year, County will bill District in the amount agreed upon.

5.2 Payment will be made by District within a reasonable period of time after receipt of County bill.

6.0 Pursuant to Education Code Section 921, nothing in the foregoing Agreement shall be construed as an abrogation or delegation of legal responsibilities, powers and duties of the Washington Unified School District Board of Education.

FILED
NOV 25 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

County of Yolo
Youth Services Bureau

Chairman, Board of Supervisors as Authorized Representative

November 25, 1974
Date

Washington Unified School District

Superintendent as Authorized Representative

Date

FILED
NOV 25 1974
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers Deputy

AGREEMENT NO. 74-240

(Contract for Physical Therapy Services)

Micro Fiched

THIS AGREEMENT made and entered into this 25th day of November, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JAY SEGAL, hereinafter called CONTRACTOR,

W I T N E S S E T H:

XEROX COPY

RECITALS:

1. CONTRACTOR is a licensed physical therapist.
2. COUNTY has need for said services of such a physical therapist for a limited period of time.
3. CONTRACTOR will perform duties under the same guidelines as the Sacramento County Crippled Childrens Services (hereinafter designated as CCS).

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
   A. To provide consultant services for children eligible according to CCS guidelines who attend Greengate Development Center in Woodland and other special education (e.g. M.H.) or regular programs in Yolo County. To provide direct treatment to any of the above described children when deemed necessary by the prescribing physician.
   B. To assist in providing direct treatment to Yolo County Children attending Orchard School in Rio Linda, Sacramento County.
   C. To have responsibility for designated group programs involving students attending Orchard School from Sacramento and Yolo Counties.
   D. To provide outpatient therapy to Yolo County children at either Orchard School or Greengate Development Center with

the location to be determined by the medical team and family.

E. To participate in pre-clinical evaluations on new referrals from Yolo County, to be performed at the Orchard MTU in conjunction with the Sacramento County Therapist unless transportation difficulties or similar problems require the evaluation be done at Greengate.

Micro Fiched

F. Upon request, to provide home visit consultation to Yolo County children receiving therapy from CCS Staff, and their families, to coordinate the school and therapy programs with the home management.

G. To provide consultative services to the Yolo County Public Health Nurses, including participation in weekly staff meetings, joint home visits, and case finding.

H. To plan and coordinate the MTU Clinics for Yolo County children that will be held at Orchard School. (This will include all of the responsibilities listed in the clinic procedures outlined by Sacramento County, February 1972, as well as coordinating with the Yolo County Health Department and special programs within Yolo County. Dates are prearranged by Sacramento County and listed on a master clinic schedule.)

I. To implement the procurement of special equipment for Yolo County children through a direct liaison with State Crippled Childrens Services.

J. To maintain written records on all children receiving therapy services. To have Greengate medical therapy records available for children to be seen at Orchard Clinic.

K. To seek appropriate medical direction for children attending special programs in Yolo County who may require therapy services.

L. To provide inservice training to the staff at the Development Center, Yolo County Health Department, and other locations as deemed necessary.

2. CONTRACTOR shall provide said services at all times as an independent contractor and not as an employee of the County of Yolo.

Micro Fiched

3. For said services, CONTRACTOR shall be paid the sum of SIX DOLLARS and TWENTY-FIVE CENTS ($6.25) per hour for a maximum of forty (40) hours per week. Said payment shall be made by COUNTY to CONTRACTOR upon his submission of a claim to COUNTY, detailing actual hours worked, countersigned and approved by the Health Officer of the County of Yolo. CONTRACTOR shall also be reimbursed for mileage travelled in the scope of his duties hereunder at the County rate for such mileage. CONTRACTOR shall not be reimbursed for travel between his home to place of work or from place of work to his home.

4. CONTRACTOR has performed services for COUNTY since September 15, 1974 in contemplation of the execution of this agreement. For said services, CONTRACTOR shall be compensated by COUNTY in accordance with the terms of this agreement upon submission to COUNTY of a detailed claim and statement of services rendered.

5. The term of this agreement is from the date of execution hereof until the 30th day of June, 1975.

6. Either party may terminate the contract upon delivery to the other party of thirty (30) days' notice of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Jay Segal
JAY SEGAL

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

CHARLES R. [illegible]
CHIEF DEPUTY COUNTY COUNSEL

FILED
NOV 25 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74 - 241

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 25th day of November, 1974 by and between the COUNTY OF YOLO, hereinafter called COUNTY and the [redacted], hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

Micro Fiched

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 25th day of November, 1974.

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm E Human
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER Sacramento Ambulance Service, Inc

Secty/Treasurer

BY Evelyn Lavelle

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers DEPUTY
(SEAL)

RECEIVED
DEC 2 1974
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
DEC 2 1974
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 74- 242

THIS AGREEMENT made and entered into this 2nd day of December, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called LESSEE, and ROBERT WARREN, CAROLYN J. WARREN, W. ALLEN NALLEY, ELIZABETH B. NALLEY, BORIS H. RUEBNER, SUSAN RUEBNER, JOE TUBIN AND BETTY TUBIN, a co-partnership, hereinafter called LESSOR,

Micro Fiched

W I T N E S S E T H:

WHEREAS, LESSOR heretofore assumed all of the rights, title and interest of the LESSOR in Agreement No. 73-208; and

WHEREAS, said agreement expired November 14, 1974;

NOW, THEREFORE, IT IS MUTUALLY AGREED that LESSEE herein may hold over on a month-to-month basis pursuant to the terms of said Agreement No. 73-208, and either party hereto may terminate this lease upon giving the other party thirty days' written notice of such termination. In all other respects, Agreement No. 73-208 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

LESSEE -

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

LESSOR -

_____
ROBERT WARREN
Managing Partner

(Endorsed) Filed FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 74-243

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between

Erwin Stoy
Rt. 3, Box 420
Woodland, Calif. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #15 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on February 21, 1975, and recorded in Volume 1135 of Official Records at Page 514, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Erwin Stotz

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1924, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara L. Rodgers
DEPUTY

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 13 day of May in the year one thousand nine hundred and 24 before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Edna Starr

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

E. Mahlon Whittle

Notary Public, State of California.

My Commission Expires

OFFICIAL SEAL
E. MAHLON WHITTLE
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires August 29, 1924

Cowdery's Form No. 32—Acknowledgment—General
(C. C. Sec. 1190a)

(Rev. 4-71)

GUARANTEE

71 2961

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68841 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES Micro Fiched

ERWIN STORZ

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 19, 1974 @ 5:00 p.m. , in the County of Yolo, California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A"

Addition to A-P-15

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68841 Effective Date: April 19, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Erwin Storz

Title Vests: Erwin Storz

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

Parcel 1:

Lots 9 and 10 of Hoppin's Subdivision of a portion of the Grant to J. M. Harbin and others, as amended by the Bank of Yolo, as shown by the map or plat thereof on file and of record in the office of the County Recorder of Yolo County, in Book 1 of Maps at page 51.

Parcel 2:

All of Lots 3 and 8, and the East 246.7 feet of Lots 2 and 7 as shown on the Map of Hoppin's Subdivision of a portion of the Grant to J. M. Harbin et al., as amended by the Bank of Yolo, filed in the office of the County Recorder of Yolo County, on November 14, 1905, in Book 3 of Maps and Surveys, at page 42.

EXCEPTING THEREFROM the following:

(a) A portion of Lot 8 of the Hoppin Subdivision of Part of the Harbin Grant, as amended by the BAnk of Yolo, as delineated on that certain map filed for record in Book 3 of Maps and Surveys, at page 42, in the office of the County Recorder of Yolo County, California, and particularly described as follows:

Beginning at a point on the South boundary line of said Lot 8 which bears South 89° 59' 30" West 80.90 feet from the Southeast corner of said lot 8; thence South 89° 59' 30" West along the South boundary line of Lot 8 a distance of 410.78 feet; thence North 0° 00' 30" West 207.78 feet; thence North 89° 59' 30" East 410.78 feet; thence South 0° 00' 30" East 207.78 feet to the point of beginning.

(b) BEGINNING at the Southeast corner of said Lot 8 and running thence along the South line of said Lot 8, South 89° 59' 30" West 80.90 feet to the Southeast corner of the parcel of land conveyed to Robert A. Abbott, also known as Robert Arthur Abbott, in Dee d recorded August 8, 1961, in

continued

Book 645 Page 87 in the office of the Recorder of Yolo County, California; thence along the EAst line of said land, North 00° 00' 30" West 207.78 feet to the Northeast corner of said land; thence North 89° 59' 30" East 80.90 feet to the East line of said Lot 8; thence along said East line South 0° 00' 30" East, 207.78 feet to the point of beginning.

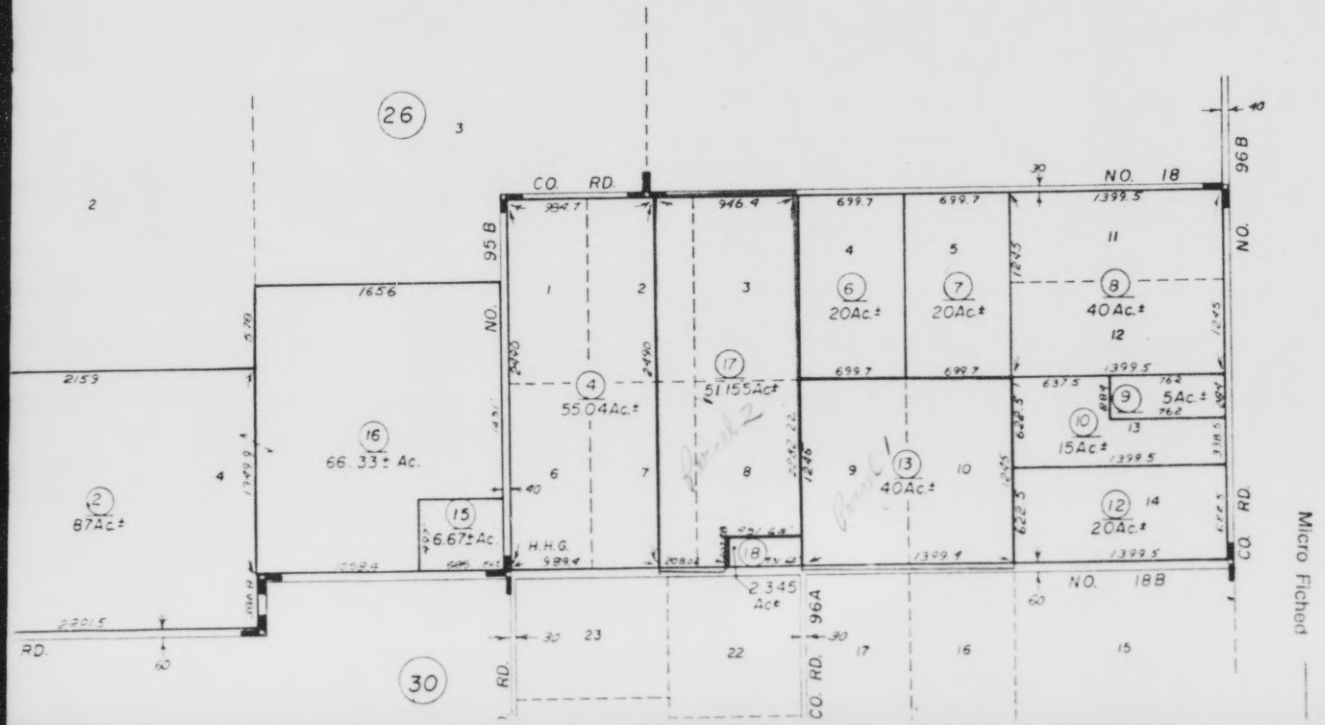
Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1974-75 Assessment Rollas Assessor's Parcel Numbers as follows:
As to Parcel 1: Assessment Parcel No. 25-290-13, Code Area 87-108
As to Parcel 2: Assessment Parcel No. 25-290-17, Code Area 87-110

NOTE: This Guarantee is limited to the above described property.

POR. RANCHO RIO JESUS MARIA T.1ON., R.1E., M.D.B.&M.

25-29



FILED

FEB 28 1975

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-294

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between Lydia Nussi RT3 Box 670 Woodland CA

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #15 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Wm E Dingman
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Lydia Nuss

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA, } ss.
County of Yolo }

On this 13 day of May in the year one thousand nine hundred and 74 before me, E. Mahlon Whittle, a Notary Public, State of California, duly commissioned and sworn, personally appeared

LYDIA NUSS

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

OFFICIAL SEAL
E. MAHLON WHITTLE
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires August 31, 1974

E. Mahlon Whittle
Notary Public, State of California

My Commission Expires

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

(Rev. 4-71)

GUARANTEE

71 2960

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68842 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

LYDIA NUSS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 19, 1974 @ 5:00 p.m. , in the County of Yolo, California

Countersigned:

_____
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A" Addition to Preserve #15

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68842 Effective Date: April 19, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1973, with respect to the name(s) of

Lydia Nuss

Title Vests: Lydia Nuss, as her separate property, by deed dated November 20, 1959.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All taht real property in the County of Ylo, State of California, described as follows:

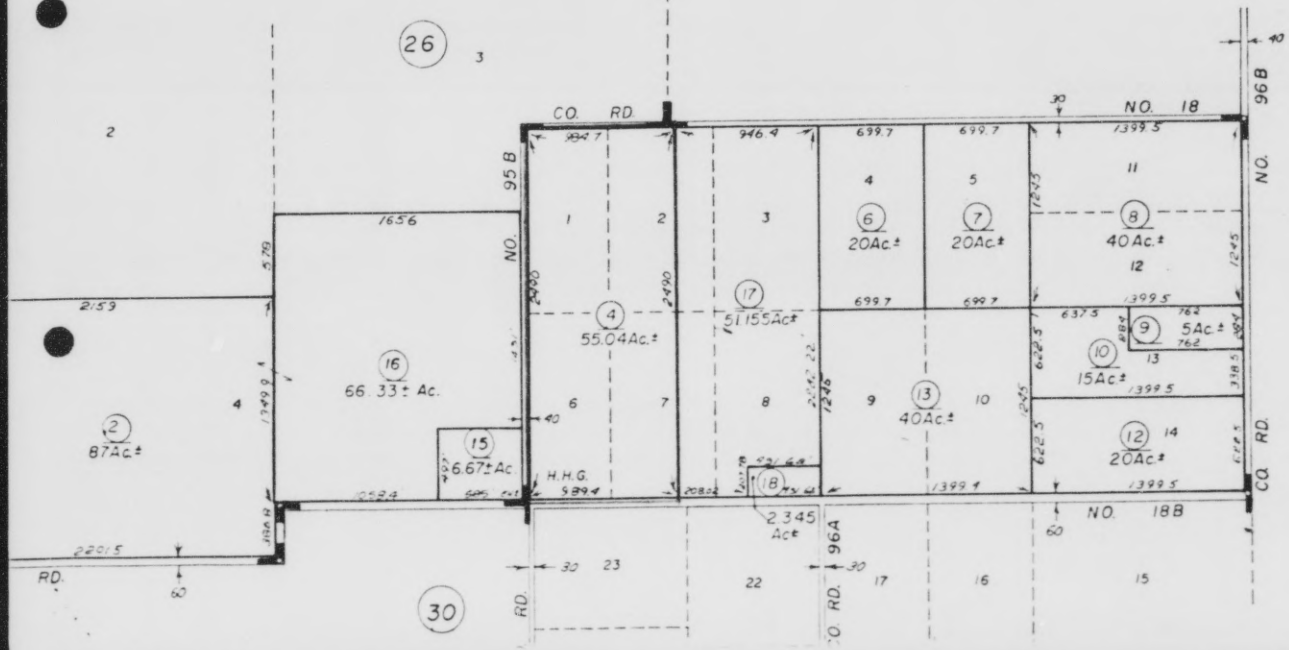
Lots 1 and 6 and WEst 453 feet of Lots 2 and 7, Hoppin Subdivision of a portion of the Grant to J. M. Harbin et al., as amended by Bank of Yolo, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on October 19, 1905, in Book 1 of Maps, at page 51.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessor's Parcel No. 25-290-04, Code Area 87-108.

Note; This Guarantee is limited to the above described property.

POR. RANCHO RIO JESUS MARIA T.1ON., R.1E., M.D.B.&M.

Micro Fiched



FILED
DEC 28 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-285

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between Robert G. Karamanoogian and Roberta I. Karamanoogian, his wife, residing at 322 Blue Ridge Drive, Martinez, California 94553 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #8 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OFFICIAL SEAL
S. ANN KRUEGER
NOTARY PUBLIC-CALIFORNIA
YOLO COUNTY
My Commission Expires May 28 1974

OWNER(S)

_____

_____

_____

_____

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA,
COUNTY OF Contra Costa } ss.

ON 18th May, 1974,
before me, the undersigned, a Notary Public in and for said State, personally appeared
Robert S. Kanamaneegan and
Rebecca J. Kanamaneegan, known to me,
to be the person s whose name are subscribed to the within instrument,
and acknowledged to me that he executed the same.

OFFICIAL SEAL
S. ANN KRUEGER
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires July 20, 1977

WITNESS my hand and official seal.

S. Ann Krueger
Notary Public in and for said State

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-61

GUARANTEE

71 2962

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68853 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

ROBERT S. KARAMANOUGIAN and ROBERTA J. KARAMANOUGIAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 22, 1974 @ 5:00 p.m., in the County of Yolo, State of California

Countersigned:

_____
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzaga Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #8
"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68853 Effective Date: April 22, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1973, with respect to the name(s) of

Title to the herein described property vests in:

Robert S. Karamanougian and Roberta J. Karamanougian, his wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

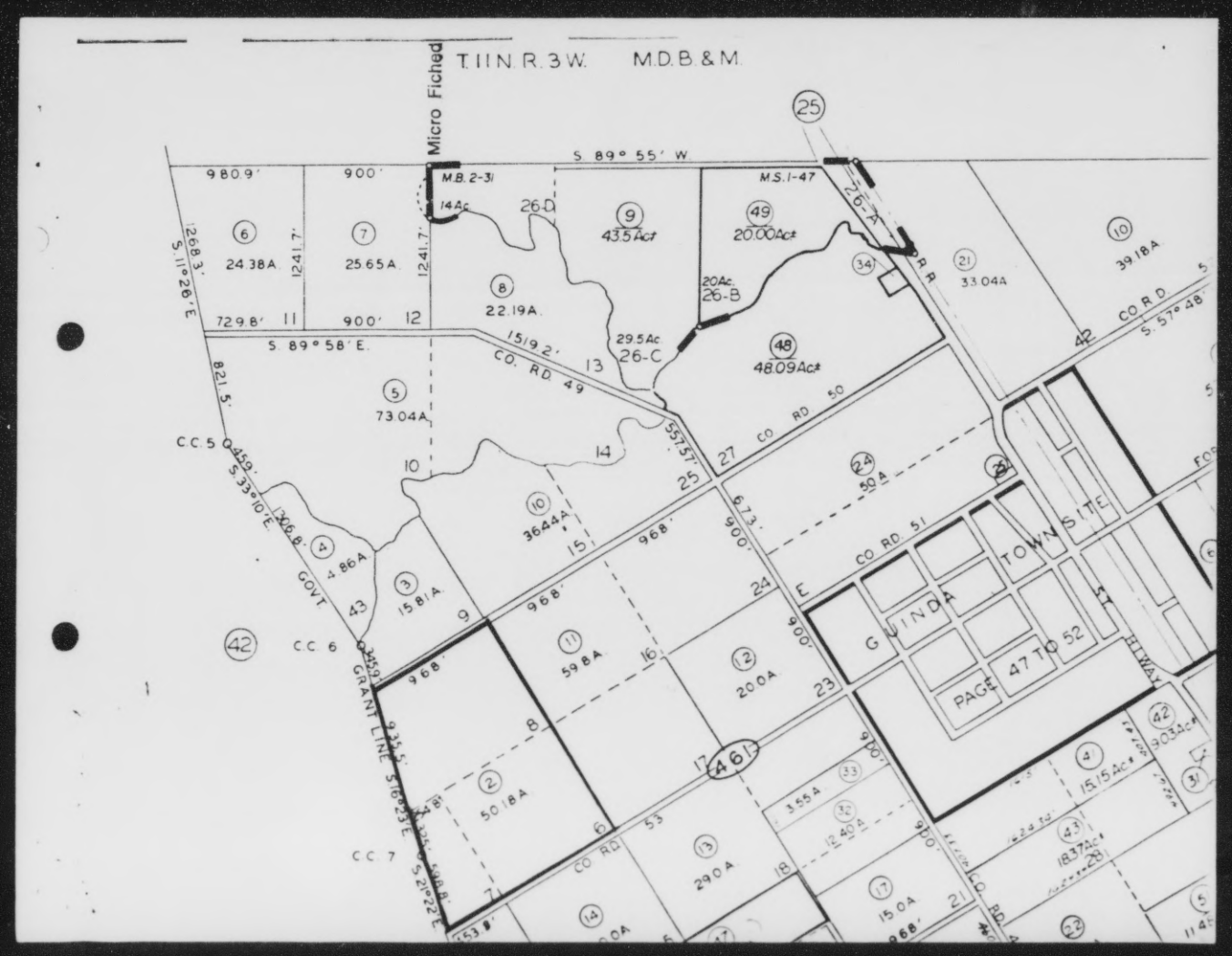
All that real property in the County of Yolo, State of California, described as follows:

BLocks 6, 7 and 8, Guinda Colony Tract, filed for record in theoffice of the Recorder of Yolo County, California, on July 18, 1892, in Book 1 of Maps, at page 47.

EXCEPTING THEREFROM 1/2 of all oil and mineral rights for the term of their natural life as reserved in Deed executed by Esther B. Sharpe and Clara L. Sharpe to Carl E. Spearin and Lucille Spearin, dated December 27, 1946, recorded January 10, 1947, in Book 255 of Official Records, at page 271.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessors Parcel No. 18-461-02, Code Area 63-040.

NOTE: This guarantee is limited to the above described property.


T.11N. R.3W. M.D.B.&M.
Micro Fiched
S 89° 55' W
980.9'
900'
M.B. 2-31
14Ac
26-D
M.S. 1-47
26-A
6
24.38A.
1241.7'
7
25.65A.
1241.7'
8
22.19A.
9
43.5Ac±
49
20.00Ac±
20Ac.
26-B
29.5Ac
26-C
34
21
33.04A
10
39.18A
42
CO RD
S 57° 48
S 11° 26' E
1268.3'
729.8'
11
900'
12
S. 89° 58' E.
1519.2'
CO. RD. 49
13
48
48.09Ac±
5
73.04A
821.5'
CC 5
459'
S 33° 10' E
1366.8'
10
14
55757'
27
CO RD 50
24
50.4
25
4
4.86A
3
15.81A
43
GOVT
10
36.44A
15
968'
6.73'
900'
CO RD 51
GUINDA TOWN SITE
PAGE 47 TO 52
ST HWAY
42
CC 6
968'
11
59.8A
16
12
20.0A
24
900'
23
42
9.03Ac±
42
CC 7
GRANT LINE
S 51° 23' E
935.5'
S 21° 22' E
1153.9'
8
2
50.18A
17
461
33
3.55A
32
12.49A
4
15.15Ac±
43
18.37Ac±
28
CO RD
53
13
29.0A
18
CO RD
7
14
17
15.0A
21
968'
22
5
11.4

FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-246

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between

ROBERT LESLIE BUTTON
RT 1 BOX 205
WINTERS, CALIFORNIA 95694

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Additions to #12 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 30, 1974, before me the undersigned County Clerk of the County of Yolo, personally appeared Robert Leslie Button, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 30th day of May, 1974.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

GUARANTEE

71 2968

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63690 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ROBERT BUTTON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 9, 1974 at 5:00 P. M. , in the County of Yolo, State of California

Countersigned:

/S/ Clinton Jorz
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #12

"Exhibit A"

CLTA GUARANTEE FACE PAGE FORM 1 (REV. 6-17-70)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68390 Effective Date: May 9, 1974 at 5:00 P. M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Title to the herein described property vests in:

ROBERT LESLIE BUTTON

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:
The West 1/3rd of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and the East 1/3rd of the Southwest Quarter(SW 1/4) of the Northeast Quarter (NE 1/4) of Section 10, Township 8 North, Range 1 West, M.D.B.&M.

EXCEPTING THEREFROM a Life Estate in 50% interest in and to an undivided 1/5th interest of all oil, gas and minerals found or produced on or under the above described parcel of land as reserved by Clotilde F. Doll, a widow, in a Deed to Robert Leslie Button, dated March 4, 1970, recorded April 1, 1970, in Book 940 of Official Records, at page 74.

ALSO EXCEPTING THEREFROM a Life Estate in 50% interest in an to an undivided 1/5th interest of all oil, gas and minerals found or produced on or under the above described parcel of land, as reserved by Maude Lurene Dubbin in Deed to Robert Leslie Button, a married man, dated September 12, 1973, recorded September 28, 1973, Recorder's File No. 14503.

ALSO EXCEPTING THEREFROM a Life Estate of 50% interest in and to an undivided 2/5ths interest of all oil, gas and minerals found or produced on or under the above described parcel of land as reserved by Mary Elizabeth Doll in Deed to Robert Leslie Button, a married man, dated September 12, 1973, recorded September 28, 1973, Recorder's File No. 14503.

continued...

PARCEL 2:
The East Two-Thirds (2/3rds) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 10, Township 8 North, Range 1 West, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof, conveyed to the State of California by Deed dated December 12, 1957, recorded February 14, 1958, in Book 534 of Official Records, at page 390.

EXCEPTING THEREFROM a Life Estate in 50% interest of all oil, gas and minerals found or produced on or under the above described parcel of land as reserved by Mary Elizabeth Doll in Deed to Robert Leslie Button, a married man, dated September 12, 1973, recorded September 28, 1973, Recorder's File No. 14504.

Micro Fiched

PARCEL 3:
The West Two-Thirds (2/3rds) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 10, Township 8 North, Range 1 West, M.D.B.&M.

EXCEPTING THEREFROM a Life Estate in 50% interest of all oil, gas and minerals, found or produced on or under the above described parcel of land as reserved by Maud L. Dubbin in a Deed to Robert Leslie Button, a married man, dated September 12, 1973, recorded September 28, 1973, Recorder's File No. 14505.

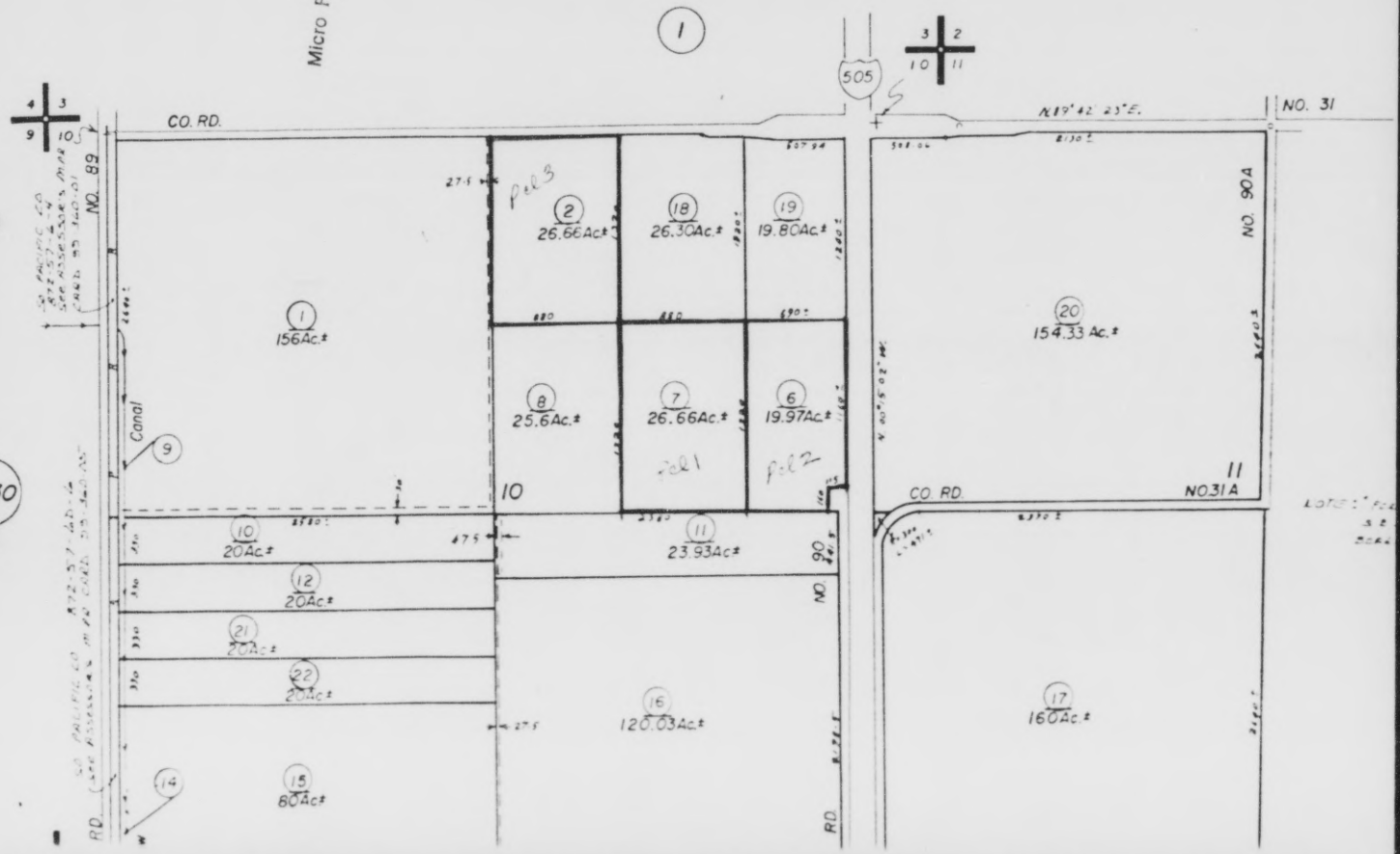
NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessors Parcel No. 38-040-07, 38-040-06, and 38-040-02, Code Area 86-001.

NOTE: This guarantee is limited to the above described property.

38-04

SEC.10, POR. SEC.11, T.8N, R.1W., M.D.B.&M.

Micro Fiched



FILED
DEC 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-247

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd. day of December, 19 74, by and between HALNA OLSEN
c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P.O. Box 810
Woodland, California 95695
(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #95 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

X Leona Allen

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 29, 1974, before me the undersigned Notary Public County Clerk of the County of Yolo, personally appeared HANNA OLSEN, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of May, 1974.

Wanda L. Skellchock
[redacted] COUNTY CLERK
[redacted]
NOTARY PUBLIC

OFFICIAL SEAL
WANDA L. SKELLCHOCK
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires Sept. 2, 1977

GUARANTEE

71 2966

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68879 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

HANNA OLSEN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 3, 1974 at 5:00 P. M., in the County of Yolo, California

Countersigned:

/S/ Clinton Jorz
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Scruggs Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #95
"EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68879 Effective Date: May 3, 1974, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Title Vests: HANNA OLSEN

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

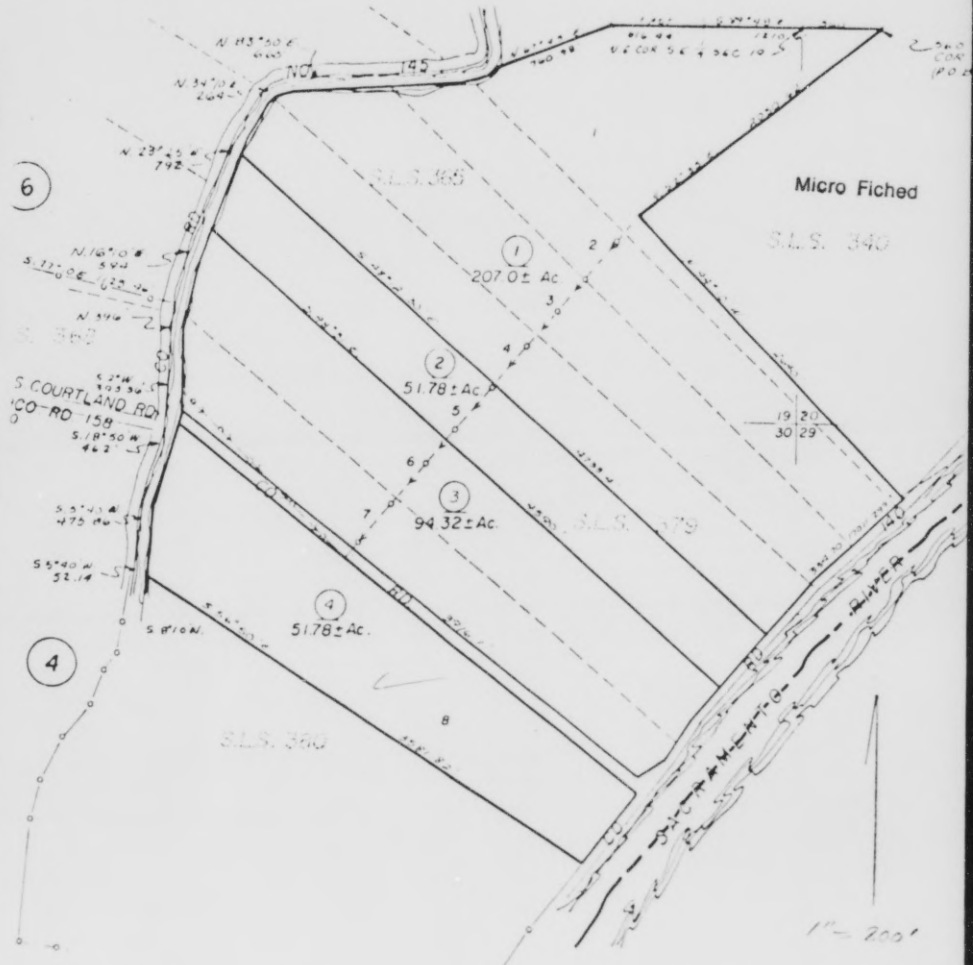
All that real property in the County of Yolo, State of California, described as follows:

Tract 8 according to the map or plat of a tract of land entitled "Plat of Tract of Land owned by the Estate of C. V. Talmadge lying in Township 6 North, Range 4 East, M. D. B. & M.", filed for record in the office of the Recorder of Yolo County, California, in Book 4 of Maps and Surveys, at page 27.

NOTE: The Yolo County Assessor designates the herein described property on their 73-74 Assessment Roll as Assessor's Parcel No. 43-080-04, Code Area 58-007.

NOTE: This Guarantee is limited to the above described property.

POR. SEC. 19, 20, 29 & 30, T.6 N., R.4 E., M


N 83°30 E
605
N 34°30 E
264
N 28°45 E
792
NO. 145
N 16°30 E
544
S 22°30 E
625
N 49°
S. COURTLAND RD.
CO. RD. 158
S 18°30 W
462
S 21°45 W
475
S 55°40 W
52.14
S 81° W.
S. 88°30 E.
1320
1320
1320

FILED
DEC 26 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-248

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between Robert R. Gillette and Wilma J. Gillette

Rt 1 Box 1205 Woodland, CA 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #13 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Wm E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert Gillette

Helen J Gillette

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 5, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert R. Gillette and Wilma J. Gillette

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Signature Priscilla L. Stasulat

Name (Typed or Printed)

OFFICIAL SEAL
PRISCILLA L. STASULAT
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires August 2, 1977

(This area for official notarial seal)

Form 3001—(Individual) First American Title Company

Form 1349
CLTA Guarantee
Face Page

GUARANTEE

LIABILITY $ 100.00 ORDER NO. 1825

FEE $ 10.00 YOUR REF.

First American Title Insurance Company

a corporation, herein called the Company,

GUARANTEES

Micro Fiched

ROBERT R. GILLETTE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: June 5, 1974

First American Title Insurance Company

BY [signature] PRESIDENT

BY [signature] ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 26, 1968 CALIFORNIA

"Exhibit A" Addition to Preserve #13

Form 1357
CLTA Guarantee
Form No. 15

SCHEDULE A

RECORD OWNER GUARANTEE ORDER NO. 1825

The assurances referred to on the face page are:

Micro Fiched

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

All that real property situate in the State of California, County of Yolo, described as follows:

The West half (W½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirty-Five (35), Township Ten (10) North, Range One (1) East, MDB&M.

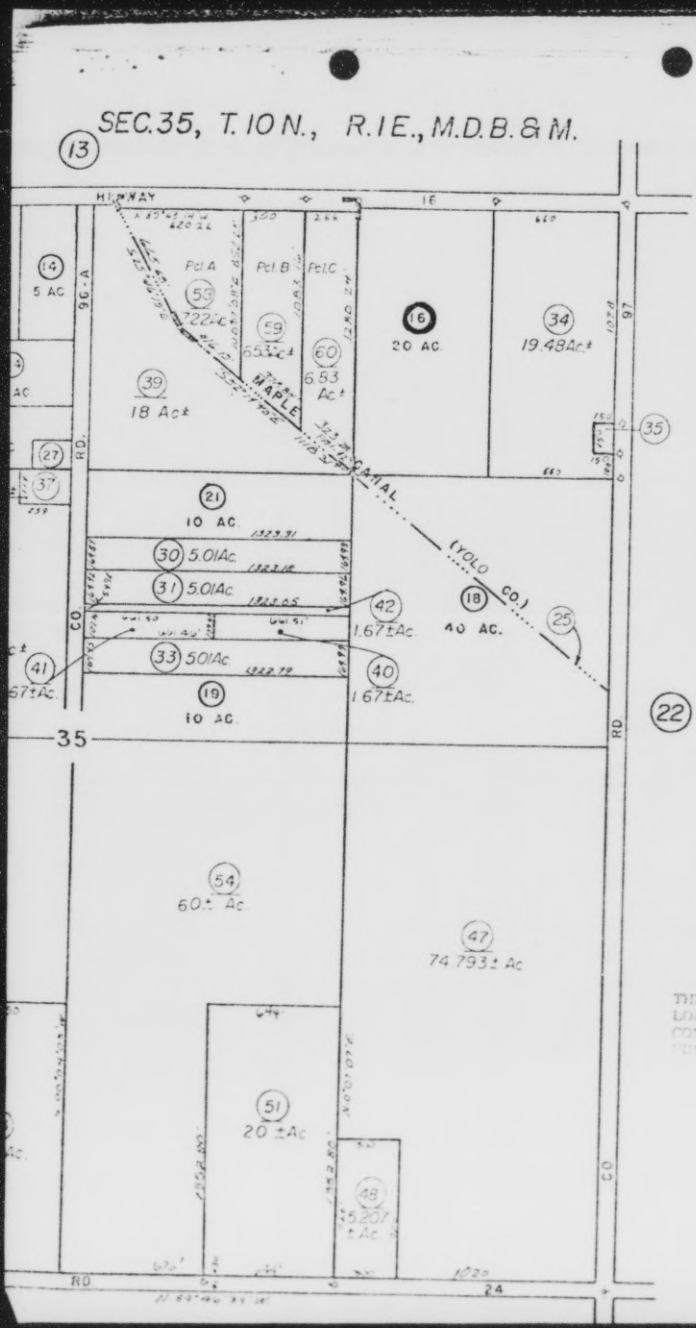
The last recorded instrument purporting to transfer title to said real property is:

Deed executed by Chris Reyn Jr. to Robert R. Gillette and Wilma J. Gillette, husband and wife, as Joint Tenants, recorded October 5, 1973 in Book 1079 of Official Records, page 335.

~~Documentary Transfer Tax $~~

THIS PROPERTY IN ASSESSORS PARCEL NO. 25-210-16-1 IN AREA CODE 87-079.

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.



Micro Fiched

THIS PLAT IS FOR INFORMATION AND LOCATION PURPOSES ONLY
COMPLIMENTS OF
FIRST AMERICAN TITLE CO.

Assessor's Map

FILED
12 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-249

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd. day of December, 1974, by and between **RICE MILL PRODUCTS CO., a joint venture consisting of RICE GROWERS ASSOCIATION OF CALIFORNIA, a corporation and FARMER'S RICE COOPERATIVE, a corporation,**

P.O. Box 1105, West Sacramento, California 95691
(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #56 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Wm E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)
RICE MILL PRODUCTS CO., a joint venture consisting of:
~~RICE GROWERS ASSOCIATION OF CALIFORNIA,~~
a corporation,

By _____

~~and FARMER'S RICE COOPERATIVE, a corporation,~~

By _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On this 24th day of May, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Falconer, known to me to be the Vice President and General Manager of Farmers' Rice Cooperative, a corporation, and one of the corporations that executed the foregoing instrument, and also known to me to be the person who executed said instrument on behalf of said corporation, and he acknowledged to me that such corporation executed the same.

CAROLYN P. BASS
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My commission expires April 2, 1976

Carolyn P. Bass
NOTARY PUBLIC

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On this 24th day of May, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. W. Freeland, known to me to be the Executive Vice President of Rice Growers Association of California, a corporation, and one of the corporations that executed the foregoing instrument, and also known to me to be the person who executed said instrument on behalf of said corporation, and he acknowledged to me that such corporation executed the same.

CAROLYN P. BASS
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My commission expires April 2, 1976

Carolyn P. Bass
NOTARY PUBLIC

TO TEST (12-68)
CLTA GUARANTEE
FORM NO. 15 (9-12-68)

RO 13808-013

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees
Downey, Brand, Seymour & Rohwer,
Attorneys
Rice Mill Products Co.

Fee $ 25.00
Your Ref. Rice Mill Products
APN 44-022-04 and 05

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

Micro Fiched

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: a deed

Doc. recorded 2-8-71 Doc. No. 1591 in Book 967 Page 476 D. T. S. $ 473.55
In favor of RICE MILL PRODUCTS CO., a Joint Venture consisting of RICE GROWERS ASSOCIATION OF CALIFORNIA, a corporation and FARMER'S RICE COOPERATIVE, a corporation

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: See EXHIBIT "A" attached

Dated: May 8, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addendum to Preserve #56

13808-013

EXHIBIT "A"

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL #1:

All that certain real property lying and being in Reclamation District No. 765 in Yolo County, State of California, being a portion of Sections 31 and 32, Township 8 North, Range 4 East, M.D.B.&M., and known designated and described as:

The "North Ranch", the "Middle Ranch" and the "South Ranch" upon that certain map or plat entitled "Mary Glide Goethe's lands in Reclamation District No. 765", duly recorded in the office of the County Recorder of the County of Yolo, State of California, on the 16th day of December 1930, in Book 4 of Maps and Surveys, page 89, Yolo County Records, save and except that portion of the above described property which was conveyed by Mary Glide Goethe to the Sacramento Northern Railway, a corporation, by deed dated the 24th day of January 1929 which portion is more particularly described as follows:

Micro Fiched

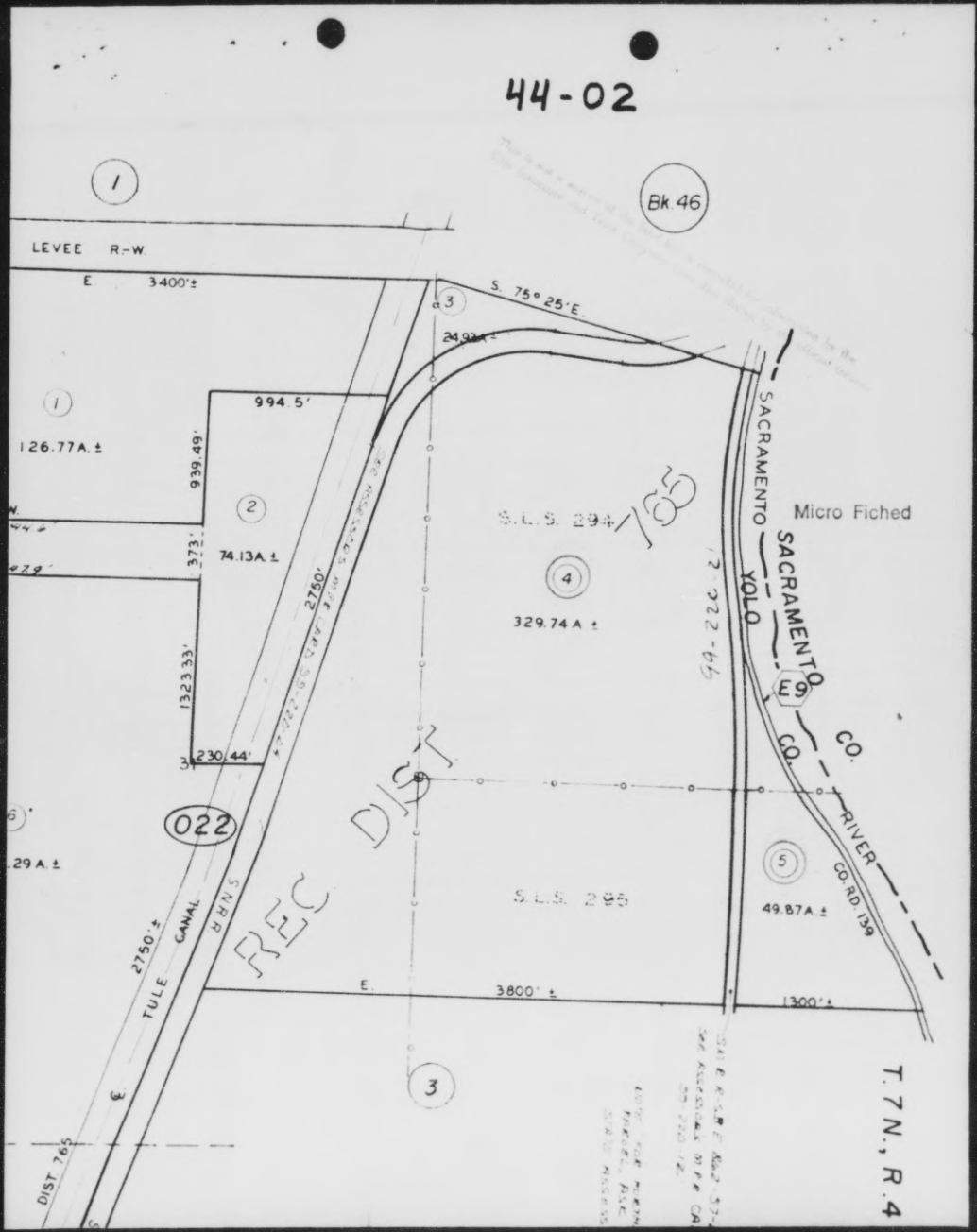
A strip of land eighty (80) feet wide, lying forty (40) feet on each side of the center line of the Sacramento Northern Railway Survey over and across a portion of Swamp Land Surveys Nos. 294 and 295, in Reclamation District No. 765, said center line being more particularly described as follows, to-wit:

COMMENCING at a point in the above mentioned center line, said point being designated as Engineer's Station 11+66.98 P.O.C. in the boundary line between Swamp Land Surveys Nos. 815 and No. 294, and being distant S. 75 deg. 24' E. along said boundary line 2513.76 feet, more or less, from the Northwest corner of Swamp Land Survey No. 294; thence from said point of commencement and from a tangent that bears S. 11 deg. 35-3/4" W. along a curve to the left having a radius of 2864.83 feet, through a central angle of 5 deg. 02-1/4', a distance of 251.81 feet; thence S. 6 deg. 33 1/2' W. a distance of 288.47 feet; thence along a tangent curve to the left having a radius of 2864.83 feet through a central angle of 9 deg. 50', a distance of 491.67 feet; thence S. 3 deg. 16 1/2' E. a distance of 1330.12 feet; thence along a tangent curve to the right having a radius of 2864.83 feet; through a central angle of 3 deg. 04', a distance of 153.33 feet; thence S. 0 deg. 12 1/2' E. a distance of 1878.34 feet to a point in the boundary line between the land of Mary Glide Goethe and the land of Eula Glide Elliott, said point being designated as Engineer's Station 55+60.72 and bearing N. 89 deg. 39' E. along said boundary line a distance of 1469.29 feet from a concrete monument, and also bearing S. 89 deg. 39' W. along said boundary line a distance of 1085.92 feet from a similar monument.

AND FURTHER EXCEPTING all that property lying Northerly of the above described eighty foot strip.

EXCEPTING THEREFROM, however, an undivided one-half interest in mineral rights as reserved in the Deed recorded December 3, 1968 in Book 897 of Official Records, page 454, executed by Crocker-Citizens National Bank, as executor of the estate of Charles M. Goethe, deceased, to Ernest Fahn.

44-02


Bk. 46
LEVEE R-W
E 3400'±
S. 75° 25' E.
24.92A ±
994.5'
126.77A. ±
939.49'
74.13A. ±
373'
1323.33'
230.44'
2750'
S.L.S. 294
329.74 A ±
SACRAMENTO
YOLO
SACRAMENTO CO.
RIVER
CO. RD. 139
49.87A. ±
S.L.S. 295
REC DIST
022
TULE CANAL
SNAR
2750'±
E 3800'±
1300'±
DIST. 765
T. 7N., R. 4
Micro Fiched

AGREEMENT NO. 74250

FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd. day of December, 19 74, by and between MERLE N. HAMPTON
HAZEL C HAMPTON

1020 SPRINGFIELD DR WALNUT CREEK 94598
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Additional to #35 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Wm E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Merle W & Hampton

Hazel E Hampton

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS

ON June 14th, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MERLE W. HAMPTON AND HAZEL C. HAMPTON

OFFICIAL SEAL
JUDY K. CONWAY
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires December 2, 1975

known to me to be the person S whose name S ARE subscribed to the within instrument, and acknowledged to me that T heY executed the same.

Notary's Signature Judy K. Conway
JUDY K. CONWAY

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

LOT BOOK REPORT

FEE FOR GUARANTEE $15.00 LIABILITY $100.00 ORDER No. 37940

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

Micro Fiched

MERLE W. HAMPTON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 5, 1974 at 7:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

By E. Hansen
Assistant Secretary for the Company

"Exhibit A"
Form No. 354

Addition to Preserve #35

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

ASSESSOR'S PARCEL NO. 18-152-08 CODE AREA 63-035

All of Block B of the Rumsey Tract, as shown by the Map of the Smith and Rumsey Tracts, filed for record in the office of the County Recorder of the County of Yolo, July 13, 1892 in Book 1 of Maps at Page 38.

A. The last recorded instrument purporting to transfer title to said real property is:
GRANT DEED dated February 25, 1966, from Herschel R. Conover and Ruth E. Conover, his wife to Merle W. Hampton and Hazel C. Hampton, his wife as Joint Tenants, recorded April 29, 1966 in Book 826 of Official Records at Page 323.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

Micro Fiched

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions: 1. Deed of trust to secure an indebtedness of $10,000.00 and any other amounts payable under the terms thereof, dated March 16, 1966 and recorded April 29, 1966 in Book 826 of Official Records at Page 324.

Trustor: M. W. Hampton, also known as Merle W. Hampton and Hazel C. Hampton, his wife
Trustee: The Federal Land Bank of Berkeley, a corporation
Beneficiary: The Federal Land Bank of Berkeley, a corporation.

5)
10 A.
ACHE
DITCH 2
S 3° 15' 45" E 828.8'
20 A.
25 A.
N 20° 30' W 1300'±
152
APPROX. RANGE LINE
N 67° 30' W 1849'
10
400'
800'
A-2
N 69° 30 E
887.59'
A-1
542.6'
533.28'
E-1
8
20 A.
55.94 A.
1550'±
B
E-2
499.6'
539.22'
9
20 A.
S 20° 30' E
660'
1648.68'
C
E-3
10
26.38 A.
N 61° 50' E
330'
N 45° 39' E
421'
S 51° 21' E
250'
D
G
N 37° 07' 20" E 876.79'
8.35 A.
63
C.C. 28
CO. RD. 41
84 A.
GOVT. GRANT LINE
N 30° 45' W 1365.4'
Micro Filmed
18-152-08

FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-251

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between

William A. Petty - Mary J. Petty
Rt 1 Box 879B27
Woodland Ca.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to # 41 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

William A. Petty

Marie L. Petty

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

TO 447-C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF YOLO } ss.

On JUNE 6, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Petty and Marie L. Petty

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Evelynn J. Puett
Evelynn J. Puett
Name (Typed or Printed)

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

(This area for official notarial seal)

STAPLE HERE

LAURENCE P. HENIGAN, COUNTY CLERK

TI

RO 13808-020

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

Fee $ 25.00

Your Ref. APN 18-130-14

a California corporation, herein called the Company, guarantees

William A. Petty

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 3-10-64 Doc. No. 3144 in Book 750 Page 174 D. T. S. $ None

In favor of WILLIAM A. PETTY AND MARIE L. PETTY, his wife, in Joint Tenancy

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

The Northwest Quarter of the Northwest Quarter of Section 25, all in Township 12 North, Range 3 West, M.D.B. & M.

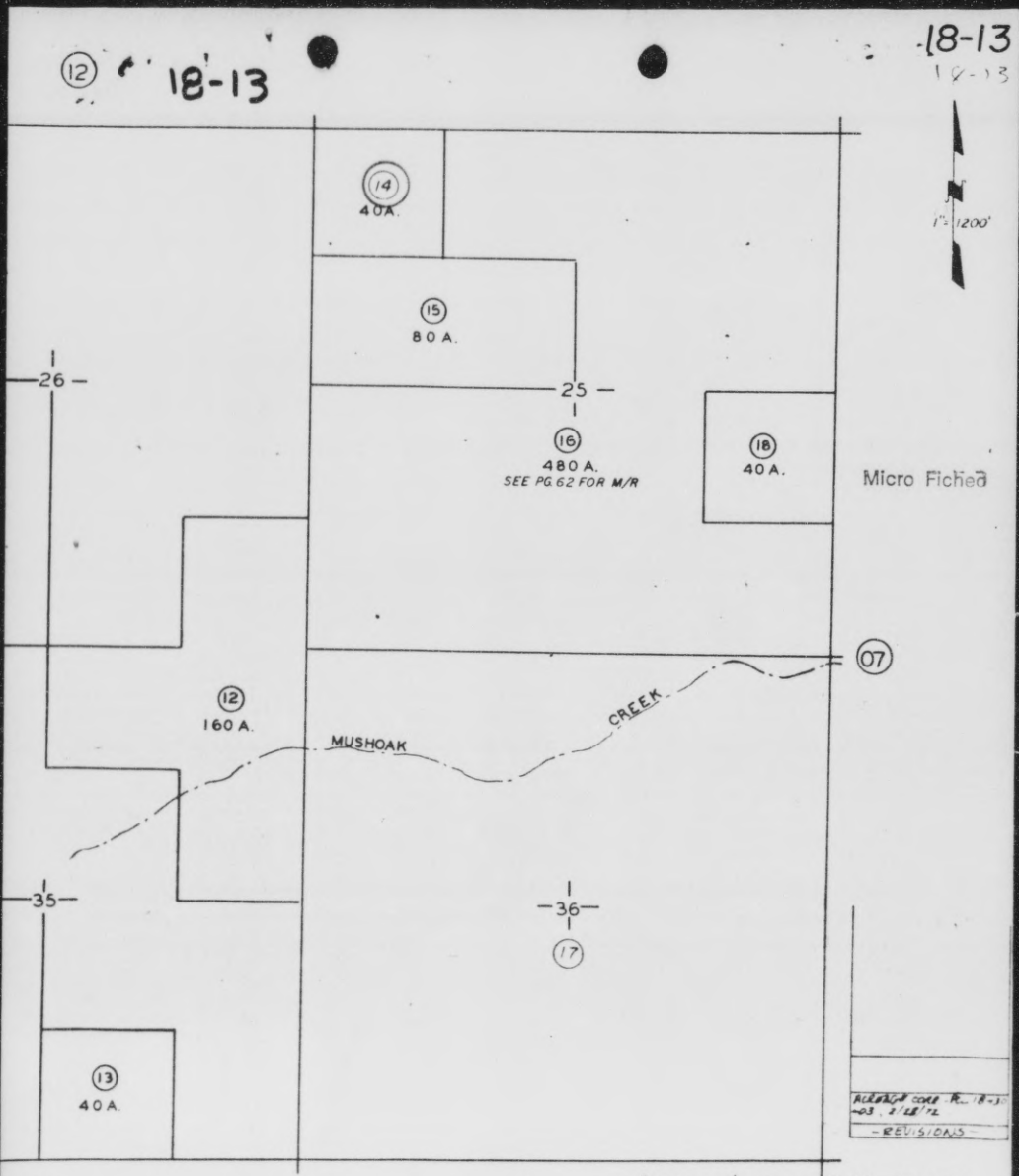
Dated: May 2, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by

PRESIDENT

Addition to Preserve # 41 "Exhibit A" Atty: Richard W Hewlett


12
18-13
18-13
18-13
14
40A.
15
80A.
26
25
16
480A.
SEE PG. 62 FOR M/R
18
40A.
Micro Fiched
07
12
160A.
MUSHOAK
CREEK
35
36
17
13
40A.
1"=1200'
REVISIONS
41
NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Map Bk. 18, Pg. 13.
County of Yolo, Calif.
12/73
1950

FILED
FEB 26 1975
LAURENCE P. HENGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 74252

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between Ensher, Alexander & Barsoom, Inc., a corporation, P.O. Box 1016, Sacramento, CA 95805

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #73 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Ensher, Alexander & Barsoom, Inc.,
a corporation,
By: _____
Elliott Alexander, Vice President
and General Manager

And: _____
H. A. Barsoom, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 19 74, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA,
County of Sacramento } ss.

On this 5th day of June in the year one thousand nine hundred and seventy-four, before me, Daniel F. Gallery, a Notary Public, State of California, duly commissioned and sworn, personally appeared Elliott Alexander and H. A. Barsoom known to me to be the Vice President and Secretary, respectively of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

Daniel F Gallery

DANIEL F GALLERY
Notary Public, State of California

Cowdery's Form No. 28—(Acknowledgment—Corporation)
(C. C. Secs. 1190-1190.1)

My Commission Expires

(Rev. 4-71)

RO 13676-064

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

Fee $ 25.00

Your Ref APN 43-030-01
43-030-06

a California corporation, herein called the Company, guarantees

Daniel F. Gallery, Attorney at Law
926 Jay Building
Sacramento, California 95814

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein.

Micro Fiched

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded	2-11-37	Doc. No. 388	in Book	97	Page 325	D. T. S. $	3.50 Parcel 1
~~Released~~	10-18-35	2944		85	183		252.00 Parcel 2

In Favor Of: ENSHER, Alexander & Barsoom Inc., a California corporation

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: See EXHIBIT "A"

Dated: June 3, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve #73

EXHIBIT "A"

PARCEL NO. 1:

Beginning at the Southwest corner of Swamp Land Survey No. 367, Yolo County Surveys, thence North 0° 41' 10" East 933.73 feet; thence South 56° 15' 10" East 2529.16 feet to the Westerly bank of Sutter Slough; thence along the Westerly bank of Sutter Slough to the Southeast corner of said Survey No. 367; thence North 33° 00' West 2047.89 feet to the point of beginning.

EXCEPTING THEREFROM that certain tract of land conveyed to Carl Larsen and Frances Larsen, his wife, by deed dated January 16, 1937, and recorded January 21, 1937, in Book 97 of Official Records, at page 250, and described as follows:

Micro Fiched

BEGINNING at a point on the Westerly boundary line of Swamp Land Survey No. 367, Yolo County Surveys, where the same is intersected by the division line common to the property of Carl A. Larsen on the North and the property now under contract of sale to Ensher, Alexander & Barsoom, Inc., on the South, and from which point a concrete monument marked "SW367" located at the Southwest corner of Swamp Land Survey No. 367, Yolo County Surveys, bears South 0° 41' 10" West 933.73 feet; and running thence from said point of beginning, along said division line South 56° 15' 10" East, 2529.16 feet to the Westerly bank of Sutter Slough; thence along the Westerly bank of Sutter Slough, South 1° 07' 50" East 225.72 feet; and South 23° 26' West 94.99 feet; thence leaving said Westerly bank of Sutter Slough North 52° 46' 50" West 2601.40 feet, to a 2 inch iron pipe on the West boundary line of Swamp Land Survey No. 367, Yolo County Surveys; thence along said West boundary line of Swamp Land Survey No. 367, North 0° 41' 10" East 144.38 feet to the point of beginning.

PARCEL NO. 2:

All that real property situated in the County of Yolo, State of California, described as follows:

Lot No. Two (2) as the said Lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 8, Yolo County, California," which map was recorded in the office of the County Recorder of Yolo County on January 19th, 1921, in Map Book No. 3, at page 38.

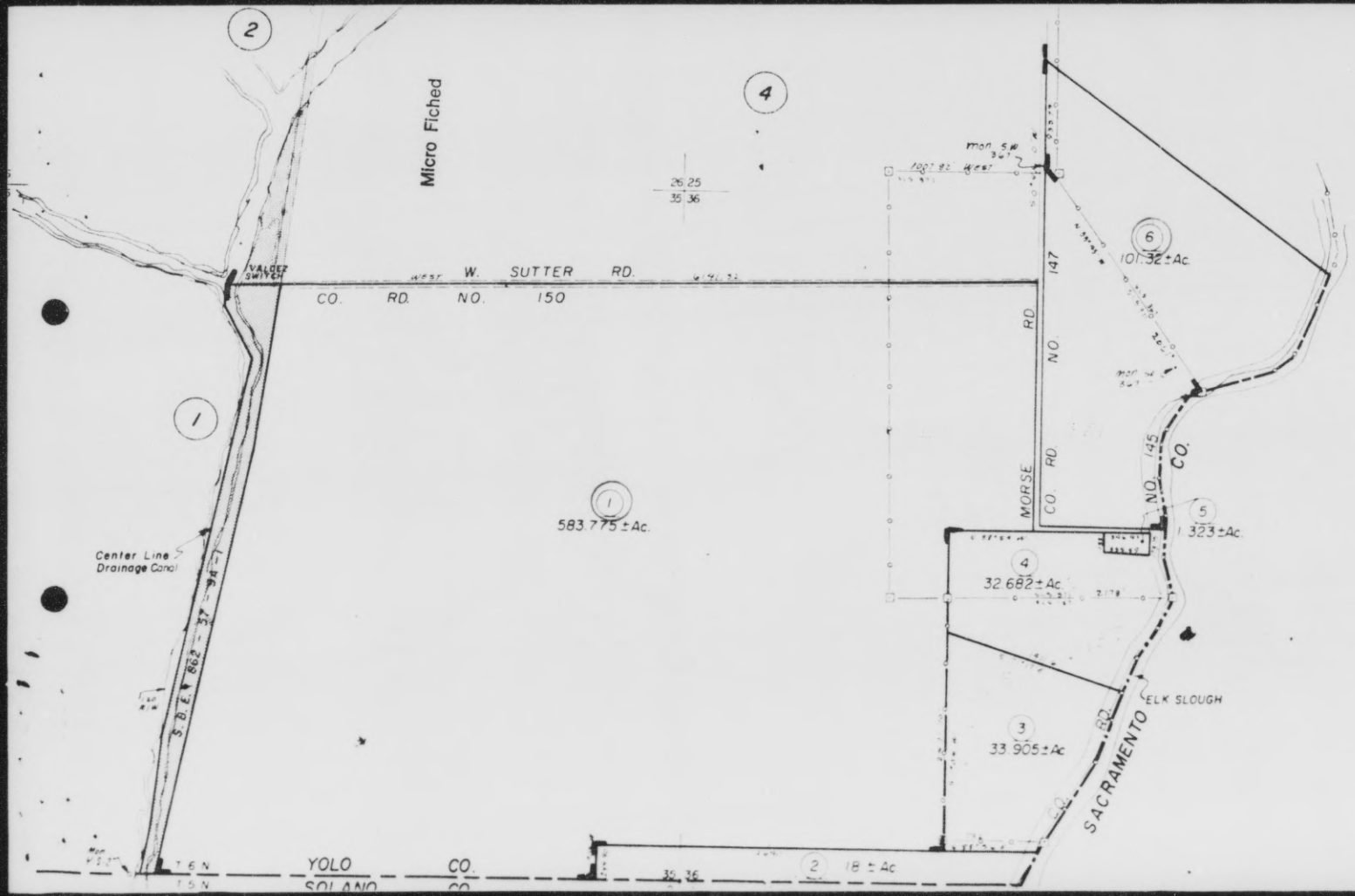
EXCEPTING THEREFROM the following described tracts:
All that part of said Lot No. 2 which lies between a line parallel to and distant 30 feet Southeasterly from the center line of Sacramento Northern Railway Survey, as hereinafter described, and the West line of said Lot No. 2; which is also the center line of the Main Drainage Canal of Reclamation District No. 999; the center line of said Sacramento Northern Railway Survey being described as follows:

(continued)

COMMENCING at a point in said center line designated as Engineer's Station 713+14.71, said point being in the North line of Lot No. 2, which is also the center line of East Lateral No. 1, and bearing North 45° 15-3/4' East, along said center line of East Lateral No. 1, a distance of 203.26 feet from an angle point in said center line; thence from said point of commencement, South 8° 57-1/2' West a distance of 2728.61 feet to a point designated as Engineer's Station 740 plus 43.32 B.C.; thence along a tangent curve to the right, having a radius of 5729.61 feet, through a central angle of 4° 12-1/2' a distance of 420.83 feet, thence on a tangent to curve, South 13° 10' West a distance of 1484.11 feet to a point designated as Engineer's Station 759+48.26 B.C.; thence along a tangent curve to the left, having a radius of 5729.61 feet, through a central angle of 2° 39-3/4' a distance of 299.58 feet, thence on a tangent to curve South 10° 10-1/4' West a distance of 1311.20 feet more or less to a point designated as Engineer's Station 775+59.04, said point being in the South line of Lot No. 2, which is also the boundary line between Yolo County and Solano County, and bearing South 89° 15' 49" East along said boundary line, a distance of 97.35 feet, more or less, from the Southwest corner of said Lot No. 2.

Micro Fiched

EXCEPTING ALSO a parcel of land beginning at the Northeast corner of said Lot No. 2 as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 8, Yolo County, California", which said map was filed for record in the office of the County Recorder of the County of Yolo on January 19, 1921, in Map Book No. 3, at page 38; thence continuing along the Easterly boundary of said Lot 2, said line being also the East line of Morse Road as shown on said Map South 0° 41' 10" West 3597.4 feet to a point on the Easterly extension of the center line of Sutter Road; thence along the center line of Sutter Road due West 5778.02 feet to the Easterly line of the right of way for the Sacramento Northern Railroad; thence along the said right of way North 9° 06-3/4' East 1709.82 feet to the center line of East Lateral No. 1 of the drainage system of Reclamation District No. 999; thence along said Lateral center line with the following courses and distances; North 45° 25' East 1506.28 feet, North 71° 30' East 631.64 feet; North 81° 23' East 396.44 feet North 72° 54' East 272.04 feet, North 83° 21' East 3292.60 feet to the point of beginning, being a portion of said Lot No. 2 of Subdivision No. 8, Yolo County, California.


Micro Fiched
2
4
26.25
35.36
W. SUTTER RD.
CO. RD. NO. 150
VALLEY SWITCH
1
583.775±Ac.
Center Line Drainage Canal
S.B.E. 862 - 37 - 94 - 1
T 6 N
T 5 N
YOLO CO.
SOLANO CO.
35.36
2 18±Ac
3 33.905±Ac
4 32.682±Ac
5 1.323±Ac
6 101.32±Ac
MORSE RD.
CO. RD. NO. 147
CO. RD. NO. 145
SACRAMENTO CO.
ELK SLOUGH RD.
43-03

AGREEMENT NO. 74-253

FILED
DEC 26 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between

JOANNA MARSH
c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P.O. Box 610, Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Filmed

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #34 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Filmed

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Wm E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

X Joanna Marsh
(JOANNA MARSH)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1924, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DURKEE, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiche

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 17, 19 74, before me the undersigned Notary Public of the County of Yolo, personally appeared JOANNA MARSH, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 17th day of June, 19 74.

SEAL
WANDA L. SKELLCHOCK
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires Sept. 2, 1977

Wanda L. Skellchock
NOTARY PUBLIC

GUARANTEE

71 2973

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68935-B Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES
RODEGERDTS, MEANS, NORTHUP & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 20, 1974 @ 5:00 p.m. , in the County of Yolo, State of California

Countersigned: S. Mark Watts
Vice President

WESTERN TITLE INSURANCE COMPANY
By R H Morton President
By J. W. Jones Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #34 "Exhibit A"

CLTA GUARANTEE FACE PAGE (REV. 6-8-73)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68935-B Effective Date: May 20, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1974, with respect to the name(s) of

Title to the herein described property vests in:

Micro Fiched

Joanna Marsh

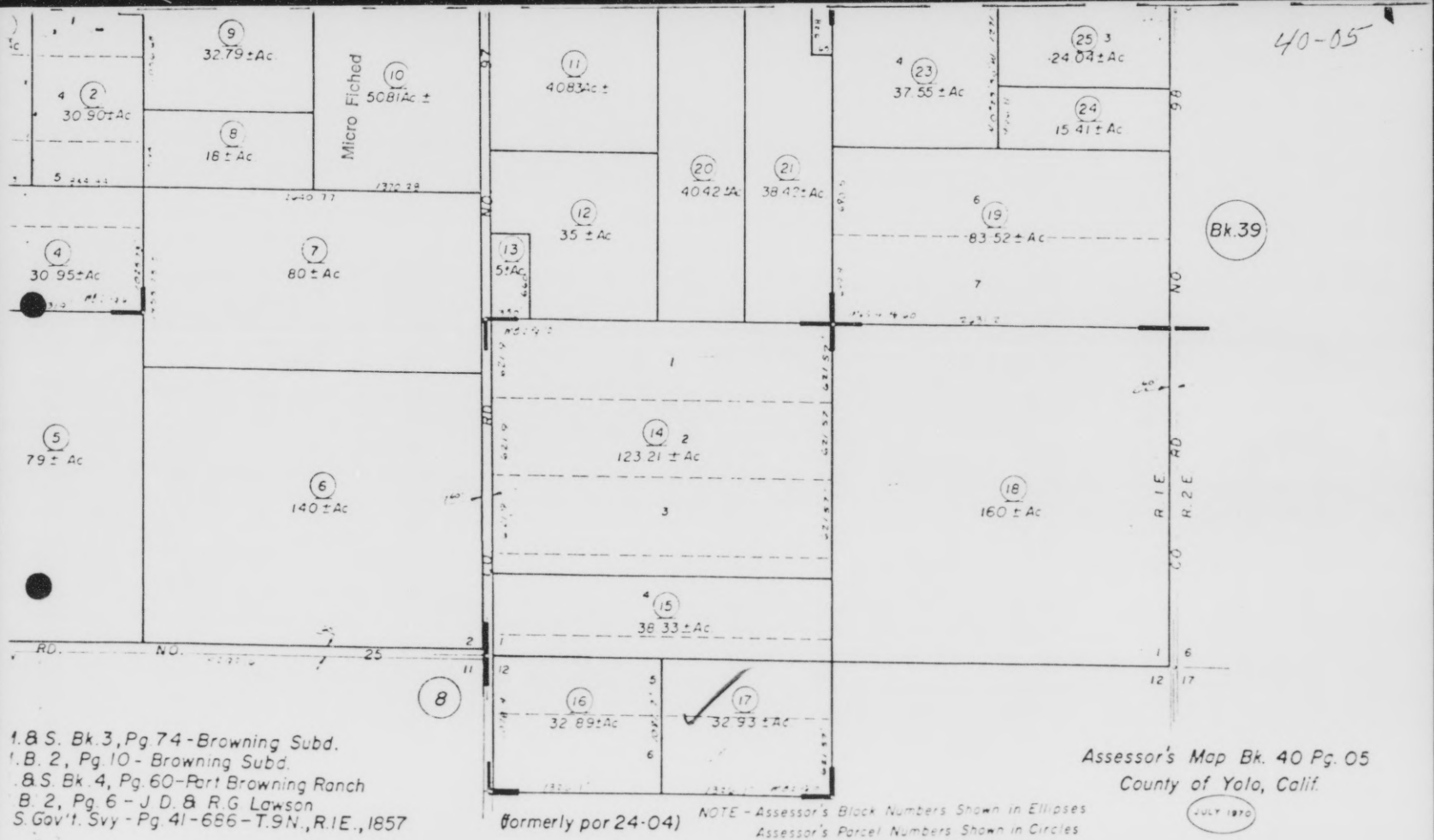
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

BEGINNING at an iron stake marking the Southeast corner of Lot 6 of the Browning Subdivision of the Northwest Quarter of Section 12, Township 9 North, Range 1 East, M.D.B.&M.,; thence Westerly along the South boundary line of said Lot 6 a distance of 1326.1 feet to a point midway between the Southeast and Southwest corner of Lot 6; thence in a Northerly direction a distance of 1081.7 feet to a point, said point being a distance of 1327.1 feet from the East boundary line of Lot 5 of said Subdivision; thence Easterly along an old fence line a distance of 1327.1 feet to a point, said point being in the Easterly boundary line of said Lot 5 and one hundred and sixty feet South of the Northeast corner thereof; thence Southerly along the East boundary lines of Lots 5 and 6, a distance of 1083.14 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as:
Assessment Parcel No. 40-050-17, Code Area 87-068

NOTE: This guarantee is limited to the above described property.



1. S. Bk. 3, Pg. 74 - Browning Subd.
B. 2, Pg. 10 - Browning Subd.
S. Bk. 4, Pg. 60 - Part Browning Ranch
B. 2, Pg. 6 - J. D. & R. G. Lawson
S. Gov't. Svy - Pg. 41-686 - T. 9N., R. 1E., 1857

(formerly por 24-04)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 40 Pg. 05
County of Yolo, Calif.

JULY 1970

AGREEMENT NO. 74254

FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between JOANNA MARSH c/o RODEGERDTS, MEANS, NORTHUP & ESTEY P.O. Box 610, Woodland, California 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #3 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

X Joanna Marsh
(JOANNA MARSH)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 19 74, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara B. Rodgers
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 17, 19 74, before me the undersigned Notary Public of the County of Yolo, personally appeared JOANNA MARSH, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 17th day of June, 19 74.

OFFICIAL SEAL
WANDA L. SKELLCHOCK
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires Sept. 2, 1977

Wanda L. Skellchock
NOTARY PUBLIC

GUARANTEE

71 2971

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68935 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES
RODEGERDTS, MEANS, NORTHUP & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 20, 1974 @ 5:00 p.m. , in the County of Yolo, State of CAlifornia

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Scamp Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #3
"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68935 Effective Date: May 20, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1974, with respect to the name(s) of

Title to the herein described property vests in:

Joanna Marsh

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred: All that real property inthe County of YOlo, State of California, described as follows:
PARCEL 1:

The South 8.55 acres of Tract 1, and all of Tracts 2 and 3, of the Properties of Joe Giguiere Estate in the County of Ylo, State of California, as said Tracts appear of record on the map of the Joe Giguiere Estate lands on file in the office of the Recorder of Yolo County in Maps and Surveys No. 4, at page 50, said parcel of land being more particularly described as follows:

Beginning at a point in the rang line between T. 11 N., R. 1 E., and T. 11 N., R. 2 E., M.D.B.&M., said point of beginning being also in the east line of Section 36, T. 11 N., R. 1 E., and being also S. 1° 49' East 1405.05 feet distant from the quarter section corner in the east line of the above mentioned Section 36; thence leaving said range line and said east line of said Section 36 S. 88° 00' West 2648.14 feet to the point of intersection with the quarter section line running North and South through the center of said Section 36; thence South 1° 44' East 1243.95 feet to the quarter section corner in the South line of said Section 36; thence N. 88° 00' East, along the south line of said Section 36, 2650 feet to the Southeast corner of said Section 36; thence N. 1° 49' West, along the east line of said Section 36, 1243.95 feet to the point of beginning, containing 75 acres of land, more or less.

PARCEL 2:

The North 25.00 acres of Tract 1 of the properties of Joe Giguiere Estate in the County of Yolo, State of California, as said Tract 1 appear of record on the map of JOe Giguiere Estate Lands on file in the office of the Recorder of Yolo County in maps and surveys No. 4 at page 50, said 25 acre parcel of land being more particularly described as follows:

Beginning at a point in the range line between T. 11 N., R. 1 E., and T. 11 N. R. 2 E., M.D.B.&M., said point of beginning being also in the East line of Section 36, T. 11 N., R. 1 E., M.D.B.&M., and also being South 1° 49' East, 1169.40 feet distant from the quarter section corner in the East line of above mentioned Section 36 and extending thence from said designated point of beginning South 1° 49' East down and along said East line of said Section 36; and down said range line, a distance of 235.65 feet; thence leaving said range

continued

line and said East line of said Section 36; and extending South 88° 00' West, 2648.14 feet to the point of intersection with the quarter section line running North and South through the center of said Section 36, said point of intersection being North 1° 44' West, 1243.95 feet distant from the quarter section corner in the South line of said Section 36; thence North 1° 44' West, up and along said quarter section line through said Section 36, a distance of 431.55 feet to a point; thence leaving said quarter section line and extending North 88° 00' East, 2373.47 feet to a point; thence South 1° 49' East, 195.90 feet to a point; thence North 88° 00' East, 274.00 feet to the point of beginning and including 25.00 acres of land, more or less.

Micro Fiched

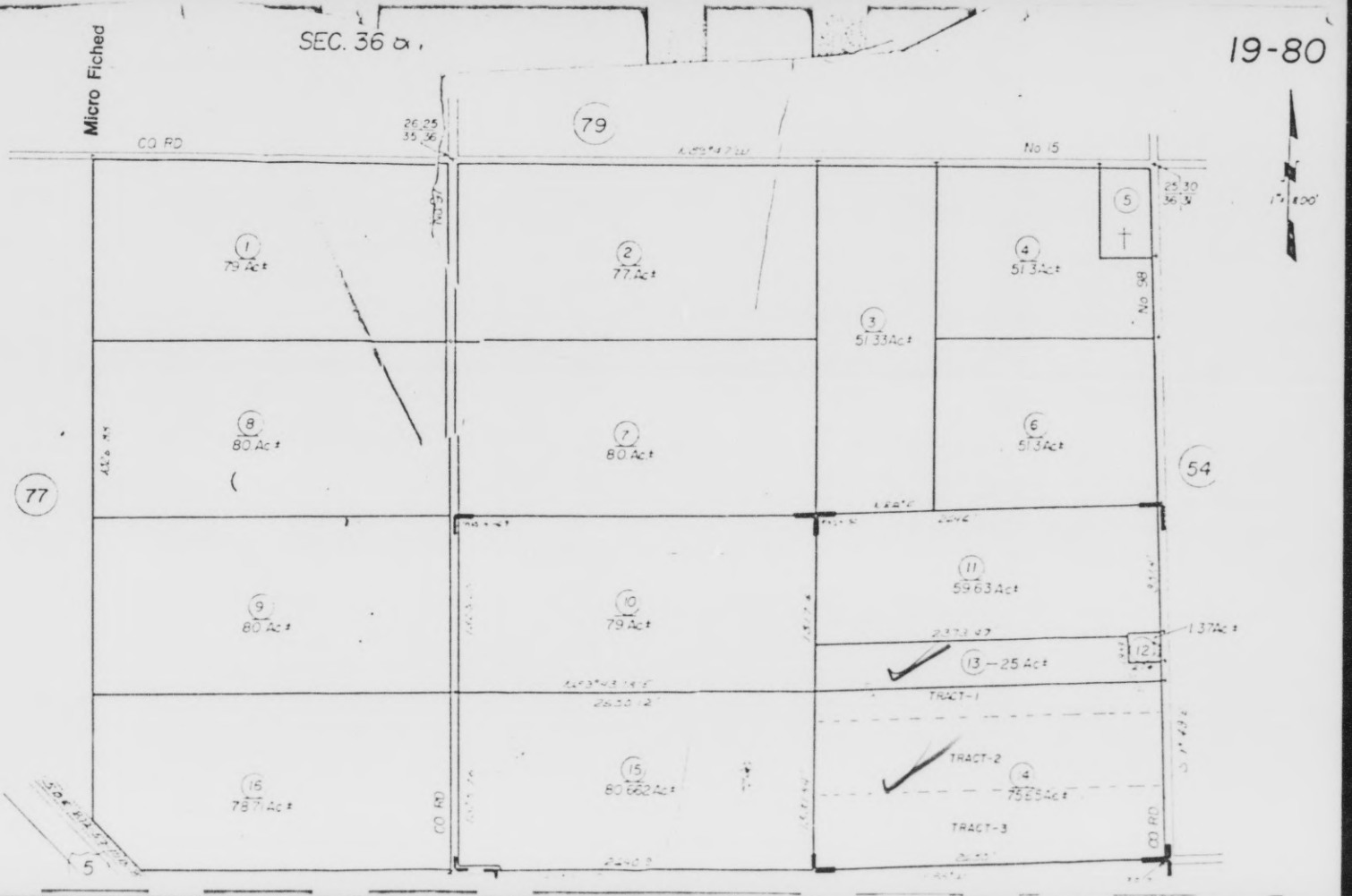
NOTE: The Yolo County ASsessor designates the herein described property on their 1973-74 Assessment Roll as:
Parcel 1: Assessment Parcel No. 19-800-14, Code Area 87-110
Parcel 2: Assessment Parcel No. 19-800-13, Code Area 87-110

NOTE: This guarantee is limited to the above described property.

Micro Fiched

SEC. 36 T.

19-80



FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-255

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd. day of December, 19 74, by and between EUGENE WILSON and ~~HELEN WILSON~~ c/o RODEGERDTS, MEANS, NORTHUP & ESTEY P.O. Box 610, Woodland, California 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Additions to # 76 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 17, 1974, before me the undersigned ~~Notary Public~~ ~~County Clerk~~ of the County of Yolo, personally appeared Eugene Wilson and Helen Wilson, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 17th day of June, 1974.

Wanda L. Skellchock
NOTARY PUBLIC

OFFICIAL SEAL
WANDA L. SKELLCHOCK
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Comm. Expires Sept. 2, 1977

GUARANTEE

71 2974

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68972 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

EUGENE WILSON and HELEN WILSON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 29, 1974 @ 5:00 p.m. , in the County of Yolo, California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonyo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #76

CLTA GUARANTEE FACE PAGE (REV. 8-8-71) "EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68952 Effective Date: May 29, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Title Vests: Eugene Wilson and Helen Wilson, his wife, as Joint Tenants

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lots 15 and 25 of Guinda Colony Tract, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on July 18, 1892, in Book 1 of Maps, at page 47.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessors Parcel No. 18-461-10, Code Area 63-040

NOTE: This Guarantee is limited to the above described property.

M.B. Bk. 2, Pg. 31 – Resurvey of Block 26 Guinda Colony
M.& S. Bk. 1, Pg. 47 – Block 26, Guinda Colony

FILED
DEC 2 5 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-256

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between

BYFORD SCOTT, MARJORIE SCOTT

16178 VON FOSTIAL
TRACY, CALIF. 95376

(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 23 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Byford Scott

Marjorie Scott

OFFICIAL SEAL
ROBERT A. HARRIS
NOTARY PUBLIC-CALIFORNIA
YOLO COUNTY
My Commission Expires Jan. 4, 1975

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Dunnill, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF San Joaquin) ss.

On this 17TH day of JUNE, in the year one thousand nine hundred Seventy Four, before me, ROBERT A HARRIS a Notary Public in and for the said County of San Joaquin, personally appeared Byford Scott and Marjorie Scott

personally known to me to be the person(s) whose name(s) are subscribed to the within instrument, and they acknowledged to me that they executed the same.

OFFICIAL SEAL
ROBERT A. HARRIS
NOTARY PUBLIC-CALIFORNIA
SAN JOAQUIN COUNTY
My Commission Expires Jan 4, 1976

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of SAN JOAQUIN, the day and year in this certificate first above written.

Robert A. Harris

Notary Public in and for the County of San Joaquin, State of California

REALTY OFFICE SUPPLIES, SAN LORENZO—FORM NO. 4

Form 1349
CLTA Guarantee
Face Page

GUARANTEE

LIABILITY $ 25.00
FEE $ 25.00

ORDER NO. 1845
YOUR REF.

First American Title Insurance Company

a corporation, herein called the Company,

GUARANTEES

BYFORD SCOTT

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: June 10, 1974 @ 7:30 A.M.

First American Title Insurance Company

BY [signature] PRESIDENT

BY [signature] ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24 1968 CALIFORNIA

Addition to Preserve #23

Form 1357
CLTA Guarantee
Form No. 15

SCHEDULE A

RECORD OWNER GUARANTEE ORDER NO. 1845

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

Micro Fiched

See Exhibit "A" attached

The last recorded instrument purporting to transfer title to said real property is:

Deed dated August 27, 1969, recorded September 4, 1969 in Book 920 of Official Records, page 431 to Byford Scott and Marjorie Scott, his wife, in joint tenancy

Documentary Transfer Tax $

Assessor Tax Parcel No. 48-130-06

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

EXHIBIT "A"

All that real property situate in the State of California, County of Yolo, described as follows:

A portion of Blocks "C" and "D" of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay, as shown on the map thereof, filed for record in the office of the Recorder of Yolo County, on May 17, 1859, described as follows:

Micro Fiched

BEGINNING at a point in the center line of the Southern Pacific Railroad Tracks which is East 3528 feet, South 557.2 feet and North 79° 55' East 1069.3 feet from a stone marking the intersection of the West boundary line of Block "B" of Arnold and Gillig's Subdivision, with the base line of said subdivision, and running thence North 79° 55' East along the center line of said tracks 1421.2 feet to the East boundary line of the lands formerly owned by B. F. Duncan; thence South along the said East boundary line 1606.6 feet; thence South 79° 55' West, parallel to the center line of said tracks, 1424.9 feet; thence Northerly 1606.6 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof lying Southerly of the Southerly line of State Highway No. 16.

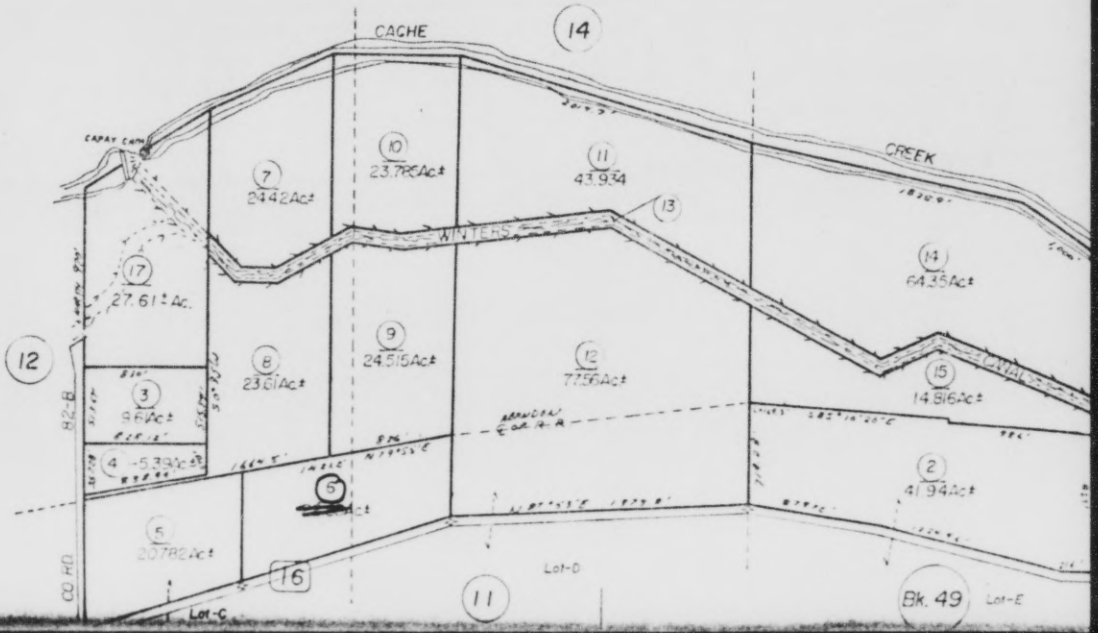
ALSO EXCEPTING AND RESERVING unto the grantors an undivided 1/2 interest for the remainder of their lives, minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character in and under the above described land, as reserved in the deed dated February 15, 1967 and recorded February 20, 1967 in Book 848 of Official Records, at page 485, executed by Michael G. Christler, et ux, to Lawrence W. Begley, et ux.

POR. T.ION., R.2W., M.D.B.&M. & RANCHO CAÑADA DE CAPA

4813

Micro Filmed

THIS PLAT IS FOR INFORMATION AND LOCATION PURPOSES ONLY. SETTLEMENTS OF [illegible] AMERICAN TITLE CO.



FILED
DEC 26 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-257

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between Donald B Richardson Jr, 18695 Mallwood Dr Saratoga, Ca 95070

Micro Fiched

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No 35 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY W. E. Norman
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Donald B. Richardson Jr.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } *ss.*

On this -18- *day of* June *in the year one thousand nine hundred and* 74 *before me,* Jayne E. Cadwallader, *a Notary Public, State of California, duly commissioned and sworn, personally appeared* DONALD B. RICHARDSON, JR.

known to me to be the person whose name is *subscribed to the within instrument and acknowledged to me that* he *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara *the day and year in this certificate first above written.*

JAYNE E. CADWALLADER
NOTARY PUBLIC
Santa Clara County, California
My commission expires July 6, 1976

Jayne E. Cadwallader
Notary Public, State of California

My commission expires July 6, 1976

Cowdery's Form No. 32—Acknowledgement—General (C. C. Sec. 1190a)

Printed 12/72

(Rev. 4-71)

GUARANTEE

71 2967

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66577 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DONALD B. RICHARDSON, JR.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1974 at 8:00 A. M., in the County of Yolo, California

Countersigned:

/S/ Clinton Jorz
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve # 35

CLTA GUARANTEE FACE PAGE (REV. 8-8-73)

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68877 Effective Date: May 7, 1974 at 8:00 A. M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1973, with respect to the name(s) of

DONALD B. RICHARDSON, JR.

Title Vests: DONALD B. RICHARDSON, JR.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

A portion of J. W. and F. P. Hambleton's Subdivision of a part of Blocks 6 and 7 of William Gordon's Subdivision of a part of the Rancho Canada de Capay, filed November 20th, 1893, Map Book 1, page 13, Yolo County Records, described as follows:

The Southerly 11 acres of Lot 4; said 11 acres being bounded on the North by a line drawn parallel with the Northwestern line of said Lot 4, and Lots 6, 8, the most Southeastern 344 feet, right angle measurements, of Lot 7, and the Easterly 10.30 acres of Lot 9.

1973-74 Yolo County Tax Assessor Parcel Numbers and Code Area:

Parcel No.	Code Area
18-252-09-1	63-040
18-252-02-1	63-040
18-252-03-1	63-040
18-252-04-1	63-040

24
1" = 800'
N 66° 30' E
462'
586.08'
776.16'
462'
20 A.
10.04A.
10 A.
5.94 62'
7953'
48.71A.
2160.84'
S 89° 55' W
35.84
462'
462'
462'

FILED
FEB 2 8 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-258

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between Marion Hanrahan, Thomas A. Conover, Jane Elizabeth Bruni, and Michael Mary Maunsell

2324 Woodside Lane, Apt 5, Sacramento, Cal.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 89 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Wm E Nunan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Marion Humphrey aka Marion C Hansen

Thomas A Conran

Jane Elizabeth Bruce

Michael Wayne Hammond

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Deputy

STATE OF VERMONT)
COUNTY OF Bennington) SS.

On June 20, 1974 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Michael Mary Maunsell

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Signature of Notary

Edith F. LeRay
Name (Typed) of Notary

Expires 2-10-75

(Rev. 4-71)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On June 18, 1974 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jane Elizabeth Bruni

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Solveig Otelie White
Signature of Notary

Solveig Otelie White
Name (Typed or Printed) of Notary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
SOLVEIG OTELIE WHITE
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Mar. 23, 1976

6025 Fairmont Ave., No. Hollywood, CA. 91606

Micro Fiched

Title Order No. Escrow No.

INDIVIDUAL ACKNOWLEDGMENT

Micro Fiched

State of California }
County of Sacramento } S.S.

On this 25th day of June 19 74, before me,
Marguerite Lynch, a Notary Public in and for said County,
(SEAL) personally appeared Thomas A. Conover

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

OFFICIAL SEAL
MARGUERITE LYNCH
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Dec. 4, 1975

WITNESS my hand and official seal.

Marguerite Lynch

Notary Public in and for said County and State
My commission expires Dec. 4, 1975.

P-169 11-64

INDIVIDUAL ACKNOWLEDGMENT

Micro Fiched

State of California }
County of Sacramento } S.S.

On this 25th day of June 19 74, before me,
Marguerite Lynch, a Notary Public in and for said County,
(SEAL) personally appeared Marion A. Hanrahan

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

OFFICIAL SEAL
MARGUERITE LYNCH
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Dec. 4, 1975

WITNESS my hand and official seal.

Marguerite Lynch

Notary Public in and for said County and State
My commission expires Dec. 4, 1975.

P-169 11-64

Micro Fiched

Individual Acknowledgment

State of California

County of Sacramento } S.S.

On this 26th day of June 1974, before ~~me~~ me,

THE UNDERSIGNED, a Notary Public in and for said

County, personally appeared Marion Hanrahan

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

Witness my hand and official seal

Douglas M. Daggs

Notary Public in and for said Sacramento

County and State

My commission expires _____

PRELIMINARY REPORT

WESTERN TITLE INSURANCE COMPANY

NORTH AREA OFFICE
2612 EL CAMINO AVENUE
P. O. BOX 214212
SACRAMENTO, CALIFORNIA 95821
489-3684

919 - 8TH STREET
P. O. BOX 68
SACRAMENTO, CALIFORNIA 95801
443-4871

SOUTH AREA OFFICE
7100 BOWLING DR., SUITE 610
P. O. BOX 9925
SACRAMENTO, CALIFORNIA 95823
422-5335

WATT AVENUE OFFICE
425 WATT AVENUE
P. O. BOX 4451
SACRAMENTO, CALIFORNIA 95825
488-6911

MIDTOWN OFFICE
2130 CAPITOL AVENUE
P. O. BOX 3016
SACRAMENTO, CALIFORNIA 95816
441-3074

Your No. 68994

Our No. 257153

Micro Fiched

In response to the above referenced application for a policy of title insurance, WESTERN TITLE INSURANCE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated at 8:00 a.m. on June 12, 1974

Vice President

The estate or interest in the land described herein and which is covered by this report is:

FEE

Title to said estate or interest at the date hereof is vested in: MARION HANRAHAN as to an undivided 1/4 interest, MARION HANRAHAN as to an undivided 1/2 interest in a life estate, JANE ELIZABETH BRUNI as to an undivided 1/8 interest, and MICHAEL MARY MAUNSELL and THOMAS A. CONOVER each as to an undivided 1/16 interest.

Said land is situated in the City of County of Yolo
State of California, and is described as follows:

SEE ATTACHED DESCRIPTION PAGE

Addition to Preserve #89
Exhibit A

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

A. General and special taxes, fiscal 1974-75; not due.

1. 1973-74 taxes.

Assessment Parcel No. 44-120-08, Code Area 58-002.

Assessed Valuation of Land:	$7,250.00
1973-74 Rate:	7.747
Water District Rate:	.050
First Installment:	282.64 Paid
Second Installment:	282.64 Paid

Assessment Parcel No. 44-120-10, Code Area 58-002.

Assessed Valuation of Land:	$53,250.00
Improvements:	850.00
1973-74 Rate:	7.747
Water District Rate:	.050
First Installment:	2,109.08 Paid
Second Installment:	2,109.08 Paid

Micro Fiched

2. All taxes, assessments and obligations of:
   (a) Sacramento and San Joaquin Drainage District. All assessments affecting this property have been paid.
   (b) Reclamation District No. 999. Secretary: G. W. Huhn, Clarksburg, Calif..
   (c) Delta Water Agency. Assessments collected with County taxes.

3. Perpetual right and easement for operating all levees, drainage and other Reclamation works and easement for pole lines, and rights incidental thereto, over a portion of the herein described property known as Winchester Lake, granted by Isabella M. Cowell, et al., to Reclamation District No. 999, by deed dated March 7, 1917, recorded December 8, 1917, in Book 93 of Deeds, at page 326.

4. Right of way and easement to construct canals, drainage ditches, etc., also right of way for roads, pole lines, etc., and rights incidental thereto, over the westerly 25 feet and the southerly 25 feet of the herein described property, granted by Thomas J. Hanrahan, et al., to Reclamation District No. 999, by deed dated November 25, 1918, recorded December 17, 1918, in Book 95 of Deeds, at page 27.

5. Right of way for poles and wires and rights incidental thereto, granted by T. J. Hanrahan to Great Western Power Company of California, a corporation, by deed dated April 4, 1924, recorded April 18, 1924, in Book 107 of Deeds, at page 252. (The exact location of said right of way not disclosed of record).

   Bill of Sale of a certain pole line approximately 1545 feet in length along the westerly line of the herein described property, executed by T. J. Hanrahan, and wife, to Great Western Power Company of California, dated July 30, 1930, recorded September 4, 1930, in Book 17 of Official Records, at page 247, which refers to right of way granted by 1st parties to second party, dated April 4, 1924.

6. The insufficiency of the description herein described property. Said description makes a definite tie to the Southeast corner of S. L. S. 1041, when in fact the footage designated along the South line of said property runs to the Southeast corner of S. L. S. 1158.

7. Memorandum of Oil and Gas Lease between Marion Hanrahan, and Jane Elizabeth Bruni, Co-Executrixes of the Last Will and Testament of Alma Hanrahan, Deceased, Lessor, and Signal Oil and Gas Company, Lessee, dated December 6, 1973, recorded in B 1094, P 72.

8. The 1/2 interest in a life estate of said Marion Hanrahan shall terminate upon the marriage of Marion Hanrahan or on December 1, 1985, whichever first occurs. Upon such termination, or upon the death of Marion Hanrahan, all accrued but unpaid rent, issues and profits from such life estate shall be paid to her or her estate as the case may be.

Subject to such terminable life estate in favor of Marion Hanrahan, such 1/2 shall be distributed as follows:

Micro Fiched

(1) An undivided 1/4 thereof to Jane Elizabeth Bruni, if then living, otherwise to her lawful surviving children if any, otherwise equally to Marion Hanrahan, Michael Mary Maunsell and Thomas A. Conover and the lawful surviving children of any of them then deceased by right of representation.

(2) An undivided 3/8ths thereof to Michael Mary Maunsell, if then living, otherwise equally to her lawful surviving children.

(3) An undivided 3/8ths thereof to Thomas A. Conover, if then living, otherwise equally to his lawful surviving children.

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

BEGINNING at a 3 inch by 6-1/2 foot iron pipe which marks the Southwest corner of S. L. S. No. 1041 of Yolo County S.L.S. and which corner is common to Sections 19, 20, 29 and 30 of Township 7 North, Range 4 East, M.D.B.&M., and running thence East 5940 feet to a 3 inch by 6-1/2 foot iron pipe at the Southeast corner of said S.L.S. No. 1041; thence North 0°02' West, 840.7 feet to a 3 inch by 6-1/2 foot iron pipe on the South bank of the Dredger Cut of Reclamation District No. 307 and on the East boundary of said S.L.S. No. 1041; thence following along the South bank of said Dredger Cut North 51°17' West, 137.4 feet; thence North 82°44' West, 335 feet; thence North 72°00' West, 325 feet; thence North 64°37' West, 300 feet; thence North 57°31' West, 500 feet; thence North 53°30' West, 2129.9 feet; thence North 57°48' West, 925 feet; thence North 59°48' West, 1400 feet; and thence North 60°58' West, 1000 feet to a 3 inch by 6-1/2 foot iron pipe on the South bank of said Dredger Cut and on the West boundary line of said S.L.S. No.1041; thence leaving the said bank of the Dredger Cut South 1°03' East, 4416.6 feet to the place of beginning; being a portion of S.L.S. No. 1041 of Yolo County, containing 351.7 acres of land and being all of said S.L.S. No. 1041, lying South of the Southerly boundary line of Reclamation District No. 307, and being land in Sections 20 and 21 of Township 7 North, Range 4 East, M.D.B.&M.

Micro Fiched

SAVING AND EXCEPTING THEREFROM THE FOLLOWING PARCELS OF LAND:

PARCEL 1:

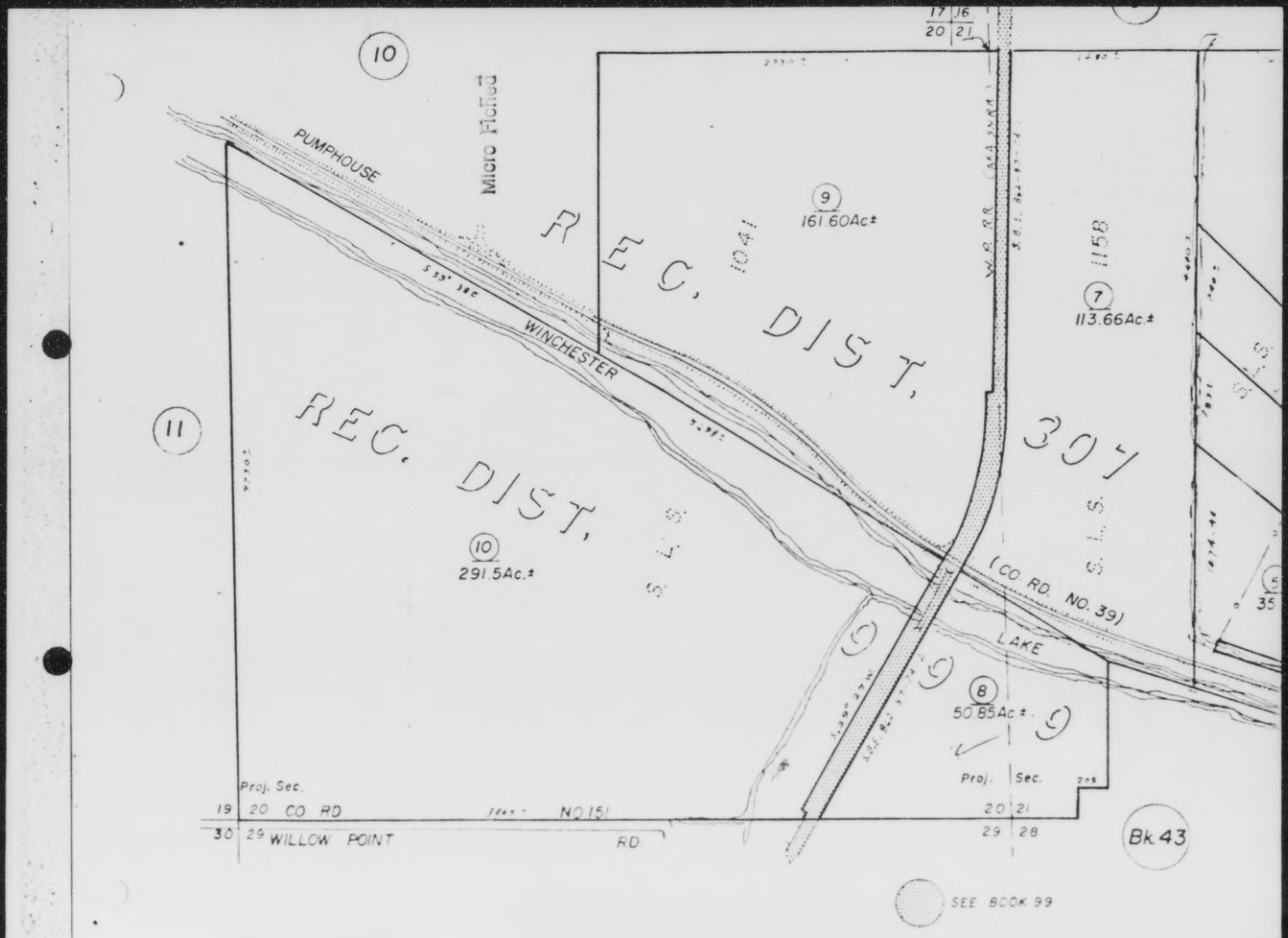
A strip of land 120 feet wide lying 80 feet on the westerly side of and 40 feet on the Easterly side of the located line of the Sacramento Northern Railway over and across a portion of Swamp Land Survey No. 1041, in Section 20, Township 7 North, Range 4 East, Mount Diablo Base and Meridian, lying and being in the County of Yolo, State of California, containing 4.22 acres more or less, granted by deed dated May 25, 1928 recorded June 1, 1928, in Book 117 of Deeds, at page 146, executed by Thomas J. Hanrahan and wife, to Sacramento Northern Railway, a corporation

PARCEL 11:

A tract of land containing 3.43 acres, more or less, in S.L.S. Nos. 1041 and 1158, granted by deed dated November 17, 1934, recorded December 6, 1934, in Book 70 of Official Records, at page 280, executed by Thomas J. Hanrahan and wife, to Amalgamated Sugar Company, a corporation.

PARCEL 111:

A parcel of land consisting of a 1 acre in the Southerly portion of S.L.S. No. 1158, granted by deed dated September 28, 1939, recorded October 18, 1939, in Book 133 of Official Records, at page 98, executed by Thomas J. Hanrahan and wife, to T.M. Hanrahan and wife.


10
PUMPHOUSE
Micro Flotid
REC. DIST. 1041
9
161.60Ac.±
17 16
20 21
REC. DIST. 1158
7
113.66Ac.±
307
WINCHESTER
11
REC. DIST.
10
291.5Ac.±
(CO. RD. NO. 39)
LAKE
8
50.85Ac.±
Proj. Sec.
19 20 CO. RD. NO. 151
30 29 WILLOW POINT RD.
Proj. Sec.
20 21
29 28
Bk 43
SEE BOOK 99

On December 2, 1974 Agreement No. 74-259
was skipped.

Micro Fiched

FILED
FEB 26 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-260

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between HESTER MIXON, HAZEL HOLLINGSWORTH, GEORGENE H. RIETOW, PHYLLIS H. MEEK, LOUISE H. ZANE, ROBERT L. HOLLINGSWORTH, ANN SANDSTROM, JAMES C. HOLLINGSWORTH, HELEN SCHLUER, SCHURLEY E. SCHLUER JR., and MARTHA WOMACK, 1739 Spruce Street, Berkeley, California 94709
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 53 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Hazel Hollingsworth
Helen Mann
Helen Scheuer
Phyllis F. Meek
Louise H. Zane
Robert L. Hollingsworth

James C. Hollingsworth
Florence H. Sutton
Martha Womack
Axel Sandstrom
Dorothy S. Sullivan

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared WM. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 27, 19 74, before me the undersigned County Clerk of the County of Yolo, personally appeared Hazel Hollingsworth, Hester Mixon, Helen Schluer, Phyllis H. Meek. Louise H. Zane and Robert L. Hollingsworth, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 27th day of June, 19 74.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A Rodgers
Deputy

STATE OF WASHINGTON,)
County of Whatcom) ss.

Micro Fiched

On this day personally appeared before me James C. Hollingsworth to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of June, 19 74

Joan M. Grady

Notary Public in and for the State of Washington, residing at Bellingham

Micro Fiched

STATE OF HAWAII)
City and County of Honolulu) SS.

On this day personally appeared before me MARTHA WOMACK to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of June, 1974.

Notary Public, First Judicial Circuit
State of Hawaii
My commission expires July 8, 1975

STATE OF HAWAII)
City and County of Honolulu) SS.

On this day personally appeared before me GEORGENE H. RISTOW to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of June, 1974.

Notary Public, First Judicial Circuit
State of Hawaii
My commission expires July 8, 1975

TO 447 C
(Individual)

TI

Micro Fiched

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On June 21, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Ann Sandstrom

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Louise M. Deason

Name (Typed or Printed)

OFFICIAL SEAL
LOUISE M. DEASON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Dec. 8, 1975

(This area for official notarial seal)

STAPLE HERE

Micro Fiched

STATE OF CALIFORNIA,
County of Sonoma } ss.

On this 25th day of June in the year one thousand nine hundred and seventy four before me, Joy L. Price a Notary Public in and for the County of Sonoma, State of California, residing therein, duly commissioned and sworn, personally appeared Schurley E. Schluer, Jr.

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sonoma the day and year in this certificate first above written.

Joy L. Price

Notary Public in and for the County of Sonoma
State of California. My Commission Expires 4/18/76

OFFICIAL SEAL
JOY L. PRICE
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires April 18, 1976

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY, FORM NO. 6

CLTA GUARANTEE
FORM NO. 15 (9-12-68)

13808-029

RO

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees
Robert Hollingsworth
522 Cottonwood, Apt. 229
Woodland, California 95695

Fee $ 25.00
Your Ref. APN 19-290-30

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 4-3-57 Doc. No. 2662 in Book 510 Page 216 D. T. S. § NONE

In favor of HESTER MIXON, an undivided one-third (1/3) thereof; HAZEL HOLLINGSWORTH, an undivided one-third (1/3) thereof, for and during the term of her natural life, and upon her death the remainder over to GEORGENE H. RIETOW, PHYLLIS H. MEEK, LOUISE H. ZANE, ROBERT L. HOLLINGSWORTH, ANN SANDSTROM AND JAMES C. HOLLINGSWORTH: HELEN SCHLUER, an undivided one-third (1/3) thereof, for and during the term of her natural life and upon her death, the remainder over to SCHURLEY E. SCHLUER JR., and MARTHA WOMACK

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: See EXHIBIT "A" attached hereto and by reference made a part hereof

Dated: May 20, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: Richard W. Boulatt
SECRETARY

Addition to Preserve #53

EXHIBIT "A"

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL 1: The North half (1/2); North half (1/2) of the South Half; and the Southwest quarter (1/4) of the Southwest Quarter (1/4) of Section Two (2), Township Eleven (11) North, Range One (1), West, M.D.B.&M., Yolo County California,

EXCEPTING THEREFROM all that property lying westerly of the easterly line of that property granted to the State of California for highway purposes by deed recorded May 23, 1938 in Book 115 of Official Records, page 317.

PARCEL 2: Beginning at the intersection of property line fences marking the Northeast corner of the Southwest quarter of the Southeast quarter of Section 2, Township 11 North, Range 1 West, M.D.B.&M., and running thence North 89° 28' West, along the North line of said Sixteenth Section 269.7 feet to the Easterly right of way line of the Department of Public Works 1938 Survey from Madison to Dunnigan, Road III-Yol-90-B; thence along said right of way line South 02° 05' East 663.2 feet North 87° 55' East 10.0 feet and South 02° 05' East 46.8 feet to the center of Oak Creek; thence down the center of Oat Creek South 72° 14' East 248.5 feet to the East line of aforementioned Sixteenth Section; thence North 0° 12' West 782.5 feet to the point of beginning.

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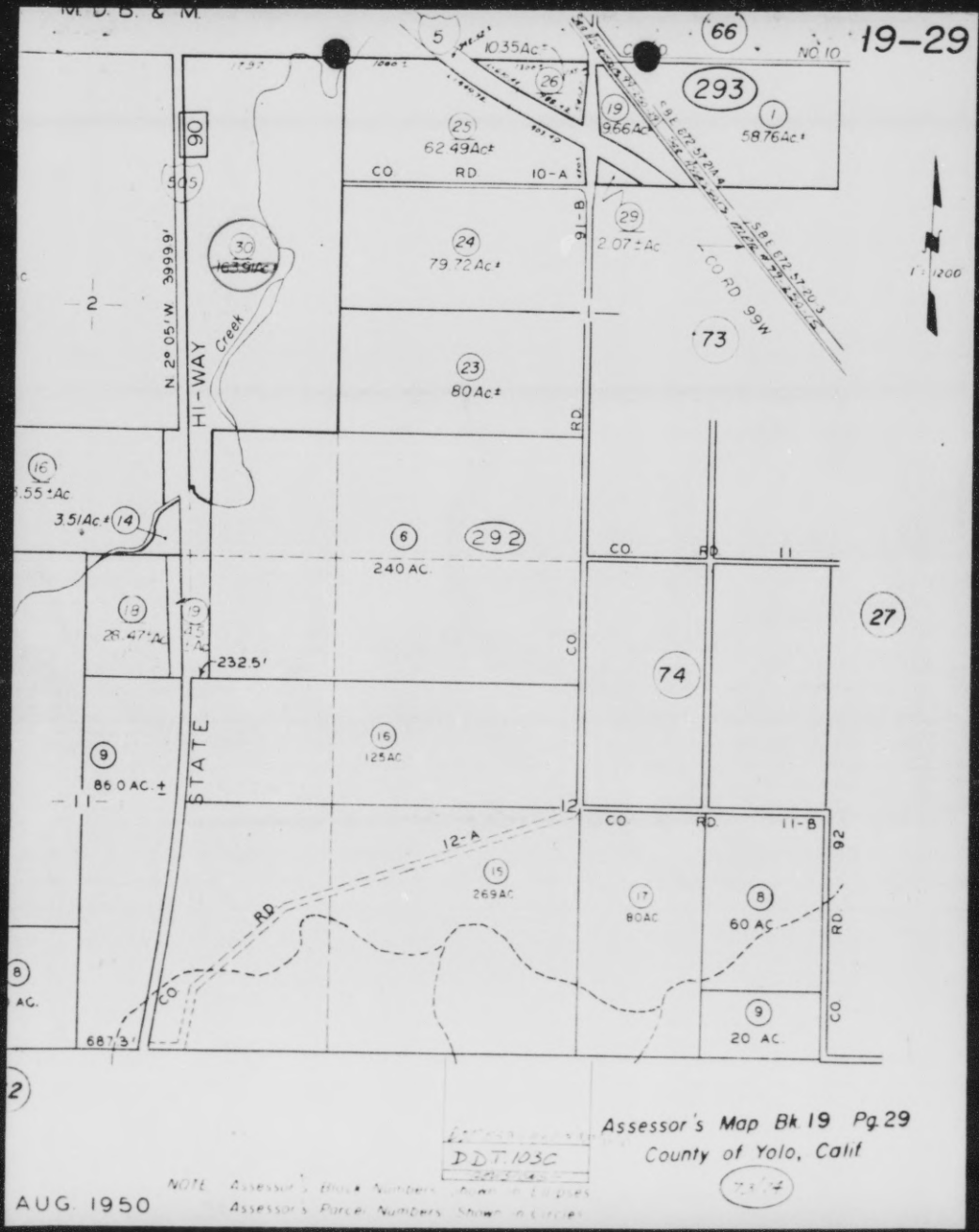

M. D. B. & M.
19-29
1035Ac±
293
5876Ac±
966Ac
25
62.49Ac±
CO RD 10-A
24
79.72Ac±
29
2.07±Ac
CO RD 99W
73
23
80Ac±
HI-WAY
Creek
N 2° 05' W 3999'
90
505
30
16.39Ac±
2
16
3.55±Ac
14
3.51Ac±
6
292
240 AC.
CO RD 11
18
28.47±Ac
232.5'
74
27
9
86.0 AC.±
16
125AC
STATE
12
CO RD 11-B
12-A
RD
15
269AC
17
80AC
8
60 AC.
92
RD
CO
8
AC.
687.3'
9
20 AC.
D.D.T. 10-3C
Assessor's Map Bk 19 Pg 29
County of Yolo, Calif
AUG. 1950
NOTE Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

FILED
DEC 26 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-261

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between

Frank O. Rodgers
Rt. 3, Box 955
Woodland, Calif. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 13 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Francis J. Rodgers

Frank O. Rodgers or Francis O. Rodgers

Emile Clem Rodgers

Lucille Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA }
COUNTY OF Yolo } ss.

On this 27th day of June in the year one thousand nine hundred and seventy four before me, Beverly A. Reynolds a Notary Public, State of California, duly commissioned and sworn, personally appeared Francis J. Rodgers, aka Frank J. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that s he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Beverly A. Reynolds
Notary Public, State of California

My commission expires

BEVERLY A. REYNOLDS
Notary Public - California
PRINCIPAL OFFICE IN YOLO COUNTY
My Commission Expires April 2, 1976

Printed 12/72

Cowdery's Form No. 32—Acknowledgement—General (C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

GUARANTEE

71 2980

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 69000 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Filmed

GUARANTEES
FRANK RODGERS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1974 @ 8:00 a.m. , in the County of Yolo, California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Bump Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #13

CLTA GUARANTEE FACE PAGE (REV. 6-8-71) "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 69000 Effective Date: June 20, 1974 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Frank Rodgers

Micro Fiched

Title Vests: Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers Francis J. Rodgers and Carol Ann Rodgers, as tenants in common

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

A portion of Lot 22 and 23 of Clantons Willow Oak Park as shown in Book 35 of Deeds, at page 396 in the office of the Recorder of Ydo County and being more particularly described as follows:

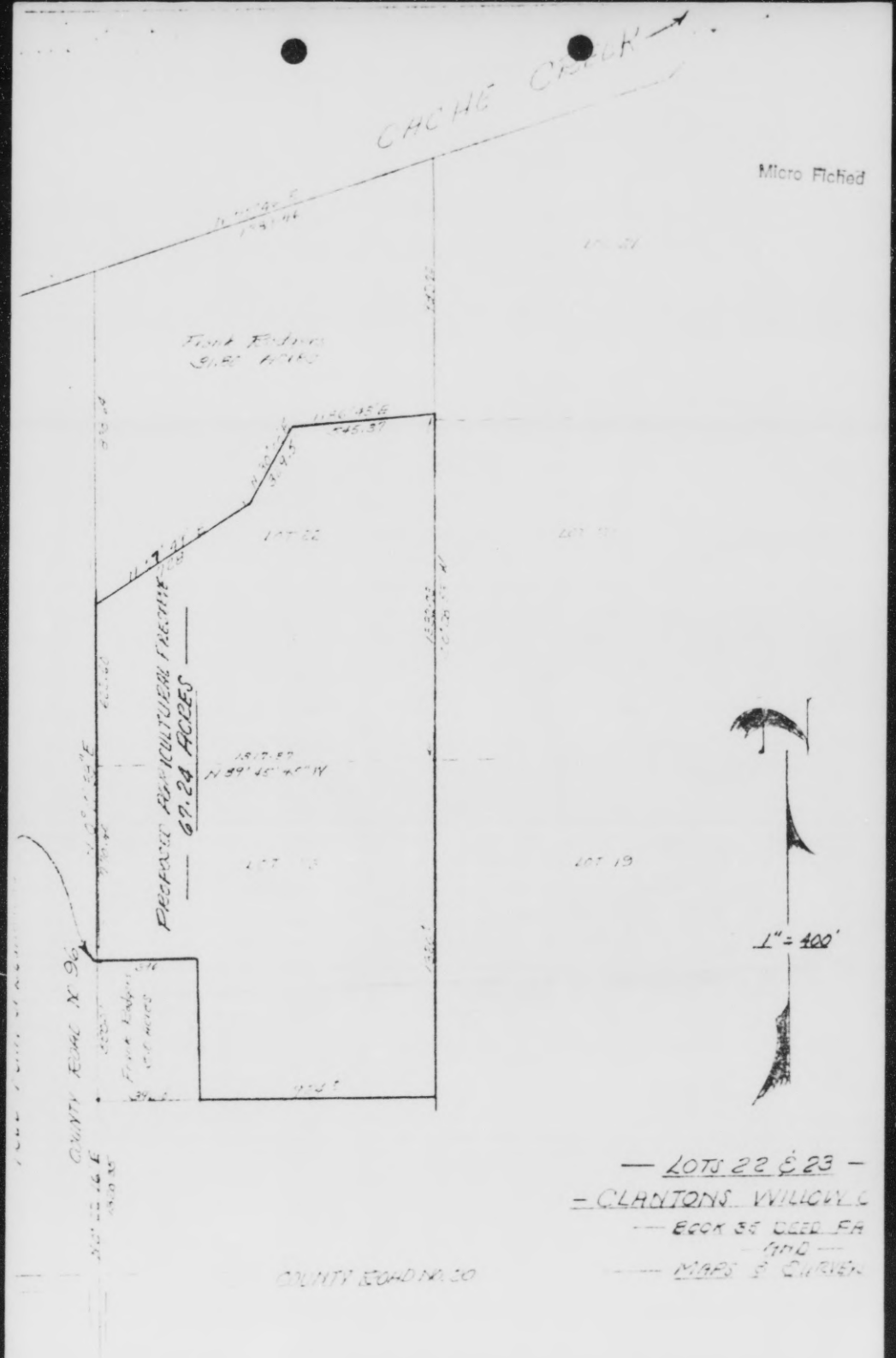
Beginning at the South west corner of said Lot 23 thence N. 0° 17' 38" E. 550 feet to the true point of beginning, thence from said true point of beginning N. 0° 17' 38" E. along the west line of Lots 22 and 23 1393 feet; thence N. 57° 49' E. 728 feet; thence N. 30° 00' E. 329.5 feet, thence N. 86° 43' E. 545.37 feet to the east line of Lot 22; thence S. 0° 28' 53" W. along the east line of Lots 22 and 23 2652.73 feet more or less to the south east corner of Lot 23; thence Westerly along the South line of Lot 23, 924 feet; thence N. 0° 17' 38" E. 550 feet; thence N. 89° 45' 45" W. 396 feet to the true point of beginning. Containing 67.24 acres of land.

PORTION OF

NOTE: The Yolo County Assessor designates the above described property as Parcel No. 25-350-11, Code Area 87-079. also includes other property.

NOTE: This Guarantee is limited to the above described property.

Micro Filmed



— COMPILED FROM

AGREEMENT NO. 74-262

FILED
DEC 23 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between Aubrey Elmo Singleton and Doris Ann Singleton

Micro Fiched

Rt 1 Box 276 Winters Calif 95694
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 12 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

by Elmo Singleton

Elmo Singleton

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 28, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Aubrey Elmo Singleton and Doris Ann Singleton

to be the person s whose name s are subscribed to the within instrument and acknowledged that executed the same

WITNESS my hand and official seal.

Signature
Stephen Craig Hunter
Name (Typed or Printed)

STAPLE HERE

STEPHEN CRAIG HUNTER
Notary Public - California
Principal Office in Yolo County
My Commission Expires February 20, 1977

(This area for official notarial seal)

CLTA GUARANTEE
FORM NO. 15 (9-12-68)

RO 13947-039

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees

Fee $ 25.00

Your Ref. APN 50-160-10

Aubrey Singleton

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 2-11-63 Doc. No. 1682 in Book 703 Page 43 D. T. S. $ 25.85

In favor of

Aubrey Elmo Singleton and Doris Ann Singleton, his wife, in joint tenancy

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

See Exhibit "A" attached

Dated: June 25, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by _____

PRESIDENT

Addition to Preserve #12

Attest: Richard W. Hewlett

SECRETARY

EXHIBIT "A"

All that real property situated in the County of Yolo, State of California, and bounded and described as

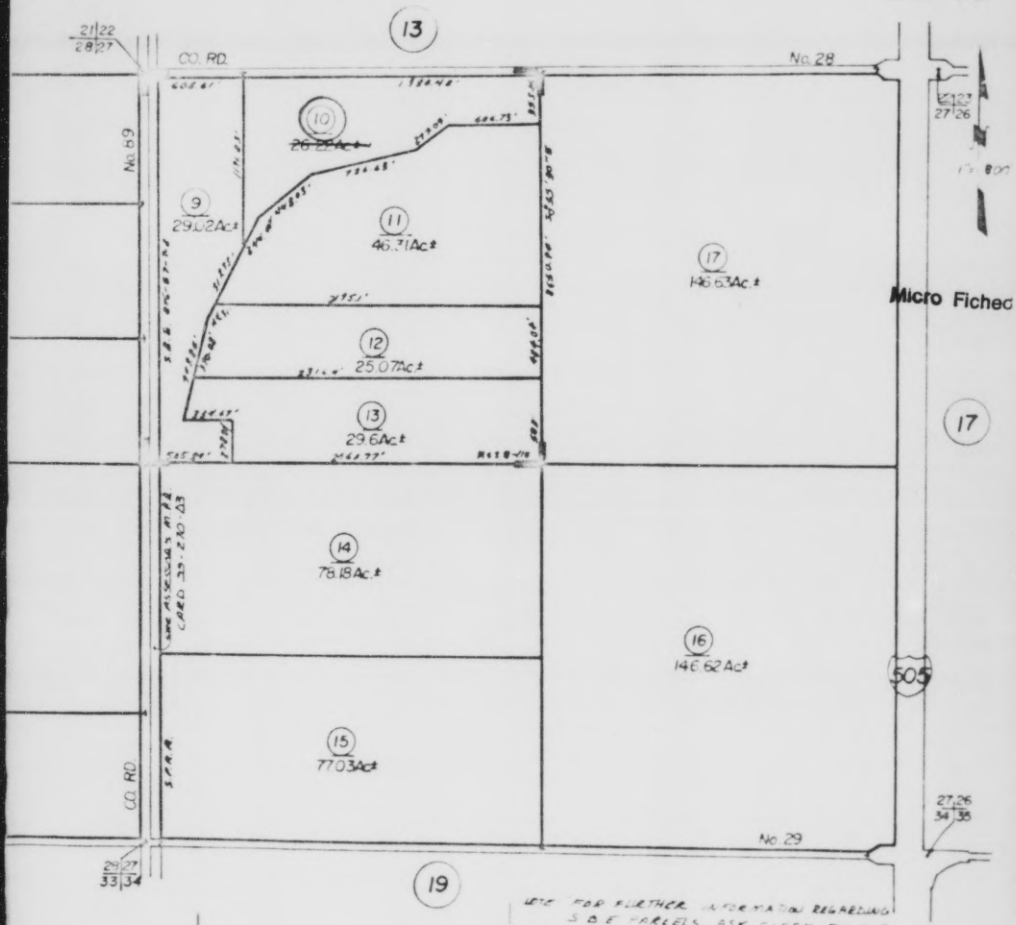
A portion of the Northwest Quarter of Section 27, Township 9 North, Range 1 West, M.D.B&M., described as follows:

BEGINNING at a 1 1/2" iron pipe marking the North Quarter corner of said Section 27 as same is shown on Page 52 of Book 7 of Maps and Surveys in the Office of Yolo County Recorder: thence from said point of beginning along the East line of said Northwest Quarter South 0° 55' 30" East **353.15** feet to the center of an irrigation ditch; thence along the center of said ditch the following courses and distances; South 88° 42' 11" West 606.73 feet; thence South 53° 03' 41" West 277.09 feet; thence South 75° 37' 49" West 726.63 feet; thence South 49° 43' 17" West 448.03 feet; thence South 26° 18' 07" West 244.47 feet; thence leaving said irrigation ditch North 0° 11' 00" West 1191.83 feet to a point on the North line of said Northwest Quarter of Section 27; thence along said North line North 89° 06' 45" East 1980.42 feet to the point of beginning.

Micro Fiched

EC.27, T.9N., R.1W., M.D.B.&M.

50-16



NOTE FOR FURTHER INFORMATION REGARDING S.B.E. PARCELS, ASK CLERK FOR THE BOARD ROLL OF STATE ASSESSED PROPERTY.

(formerly por 21-54&55)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk.50, Pg.16.
County of Yolo, Calif.

7-1-74

FILED
DEC 26 1975
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-263

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between

LAYTON KNAGGS
P. O. BOX 970
WOODLAND, CA 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 90 by the County by Resolution No. 74-163, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Lorton Knapp

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA
SS.
COUNTY OF YOLO

ONE JUNE 28th, 1974, before me, the undersigned NOTARY PUBLIC in and for said County and State, personally appeared LAYTON KNAGGS known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

MY COMMISSION EXPIRES:
AUGUST 31st, 1977.

ELSIE HICKEY - NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

OFFICIAL SEAL
ELSIE HICKEY
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires August 31, 1977

GUARANTEE

71 2977

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68997 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

LAYTON KNAGGS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1974 @ 5:00 p.m. , in the County of Yolo, California

Countersigned:

_____
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"EXHIBIT A" Addition to Preserve # 90

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68997 Effective Date: June 14, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Layton Knaggs

Title Vests: Layton Knaggs, a married man

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

A portion of Swamp Land Survey No. 450 and 1105, being in Section 15, 16, 21 and 22, Township 10 North, Range 3 East, M.D.B.&M., described as follows:

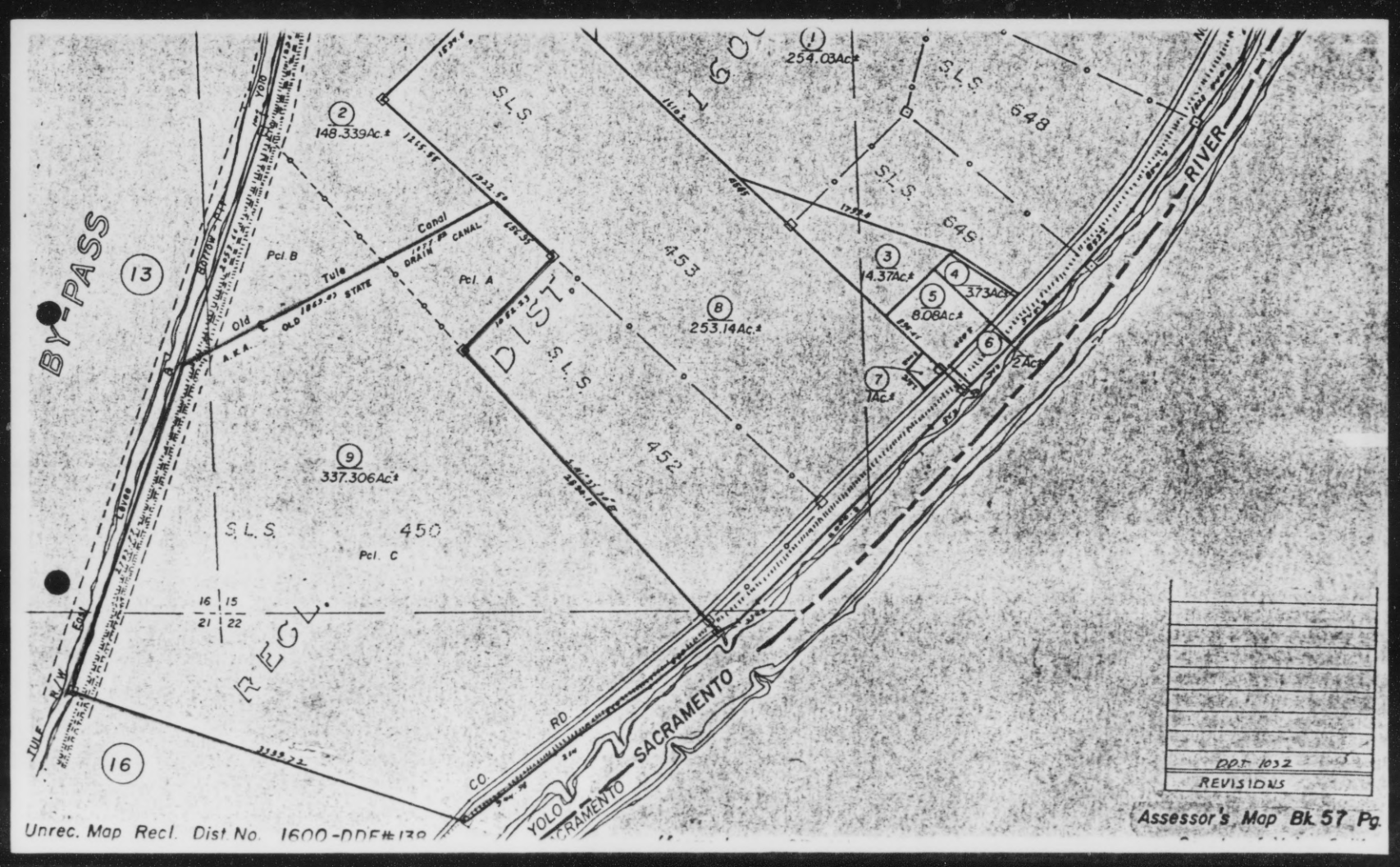
BEGINNING at a point in the center line of Tule Canal, that is distant West 1660.56 feet from the Northeast corner ofthe Southwest Quarter of said Section 15; thence from said point of beginning along the said center line of Tule Canal North 62° 22' 52" East 1017.82 feet to the Southwesterly line of Swamp Land Survey 453; thence leaving said canal and running along the Southwesterly line of said Swamp Land Survey 453; South 46° 56' 38" East 656.95 feet to an old wire fence, being the most Northerly corner of Swamp Land Survey 452; thence along the Northwesterly line of said Swamp Land Survey 452, and along said fence line, South 44° 16' 37" West 1052.23 feet to an old fence corner post, being the most Westerly corner of said Swamp Land Survey 452; thence along the Southwesterly line of said Swamp Land Survey 452, South 41° 33' 41" East 3020.71 feet to the Westerly bank of the Sacramento River; thence along the said Westerly bank the following five courses, (1) South 57° 50' 00" West 69.30 feet, (2) South 51° 00' 00" West 660.00 feet (3) South 55° 10' 00" West 660.00 feet, (4) South 54° 25' 00" West 264 feet, and (5) South 48° 00' 00" West 994.94 feet to the most Southerly corner of Swamp Land Survey 450; thence leaving said Westerly bank, along the said Southerly line of Swamp Land Survey 450, North 71° 00' 00" West 237.58 feet to an old wire fence; thence along said fence line and the Southerly line of said Swamp Land Survey 450, North 71° 00' 00" West 3102.14 feet to the approximate center line of the Easterly levee of the Yolo By Pass; thence along the said approximate center line North 18° 22' 01" East 2793.77 feet to the intersection of the Southwesterly projection of the center line of said Tule Canal; thence leaving said levee along the said center line of Tule Canal North 62° 22' 52" East 1869.43 feet to the point of beginning.

EXCEPTING THEREFROM one-half of all oil, gas, minerals, and other hydrocarbon substances below a depth of 500 feet under the above described real property.

NOTE: The Yolo County Assessor designates the herein described property on the 1974-75 Tax Rolls as Assessor's Parcel No. 57-190-9, Code Area 87-013.

NOTE: This Guarantee is limited to the herein described property.

CLTA GUARANTEE FORM NO. 13 (1968)


BY-PASS
RECL. DIST.
S.L.S.
453
452
450
648
649
Pcl. A
Pcl. B
Pcl. C
Canal
Tule
Old
STATE
1 254.03Ac±
2 148.339Ac±
3 14.37Ac±
4 3.73Ac±
5 8.08Ac±
6 2Ac±
7 1Ac±
8 253.14Ac±
9 337.306Ac±
13
16
16 15
21 22
RIVER
SACRAMENTO
YOLO
CO. RD
DPT 1032
REVISIONS
Unrec. Map Recl. Dist. No. 1600-DDF#139
Assessor's Map Bk. 57 Pg.

FILED
FEB 26 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 74-264

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between Donald R. Newman and Barbara Newman, his wife, Rt. 2, Box 724, Woodland, California, 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 3 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Donald R. Newman
Donald R. Newman

Barbara Newman
Barbara Newman

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

State of California)
) ss.
County of Yolo)

On this 28th day of June A.D. 1974 before me, Robert R. Millsap, Jr. a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald R. Newman and Barbara Newman

known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Robert R Millsap Jr
Notary Public in and for said County and State of California

My Commission expires February 8, 1976

ROBERT R. MILLSAP JR.
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires February 8, 1976

Form 11—ACKNOWLEDGMENT—General

CLTA Guarantee
(2-5-68)

LOT BOOK

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 1102-37968-9

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

ROBERT MILLSAP

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 20, 1974 at 7:00 o'clock A.M.

LJM/cm

TRANSAMERICA TITLE INSURANCE COMPANY

By Larry J. Moss
Assistant Secretary for the Company

Addition to Preserve # 3

Form No. 354

SCHEDULE A

LOT BOOK GUARANTEE ORDER NO. 37968-9

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

SEE "EXHIBIT A"

Micro Fiched

A. The last recorded instrument purporting to transfer title to said real property is:

GRANT DEED dated December 21, 1970 by E.C. Newman and Mamie Newman, husband and wife to Donald R. Newman and Barbara Newman, his wife, as community property, recorded December 23, 1970 in Book 962 of Official Records at page 240.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

1. Deed of Trust to secure an indebtedness of $16,400.00 and any other amounts payable under the terms thereof, dated August 21, 1969 and recorded September 3, 1969 in Book 920 of Official Records at page 349.

   Trustor: E.D. Newman and Mamie Newman, his wife
   Trustee: The Federal Land Bank of Berkeley, a corporation
   Beneficiary: The Federal Land Bank of Berkeley, a corporation, Berkeley, California

2. Deed of Trust to secure an indebtedness of $40,000.00 and any other amounts payable under the terms thereof, dated December 21, 1970 and recorded December 23, 1970 in Book 962 of Official Records at page 241.

   Trustor: Donald R. Newman and Barbara Newman, his wife
   Trustee: Transamerica Title Insurance Company, a California corporation
   Beneficiary: E.C. Newman and Mamie Newman, husband and wife, as joint tenants

"EXHIBIT A"

PARCEL ONE: Assessor's Parcel No. 19-~~444-12~~ 941-12 PB 8-15-74 Code Area 87-025

The Southeast Quarter of the Southwest Quarter of Section 7, Township 11 North, Range 2 East, M.D.B.&M.

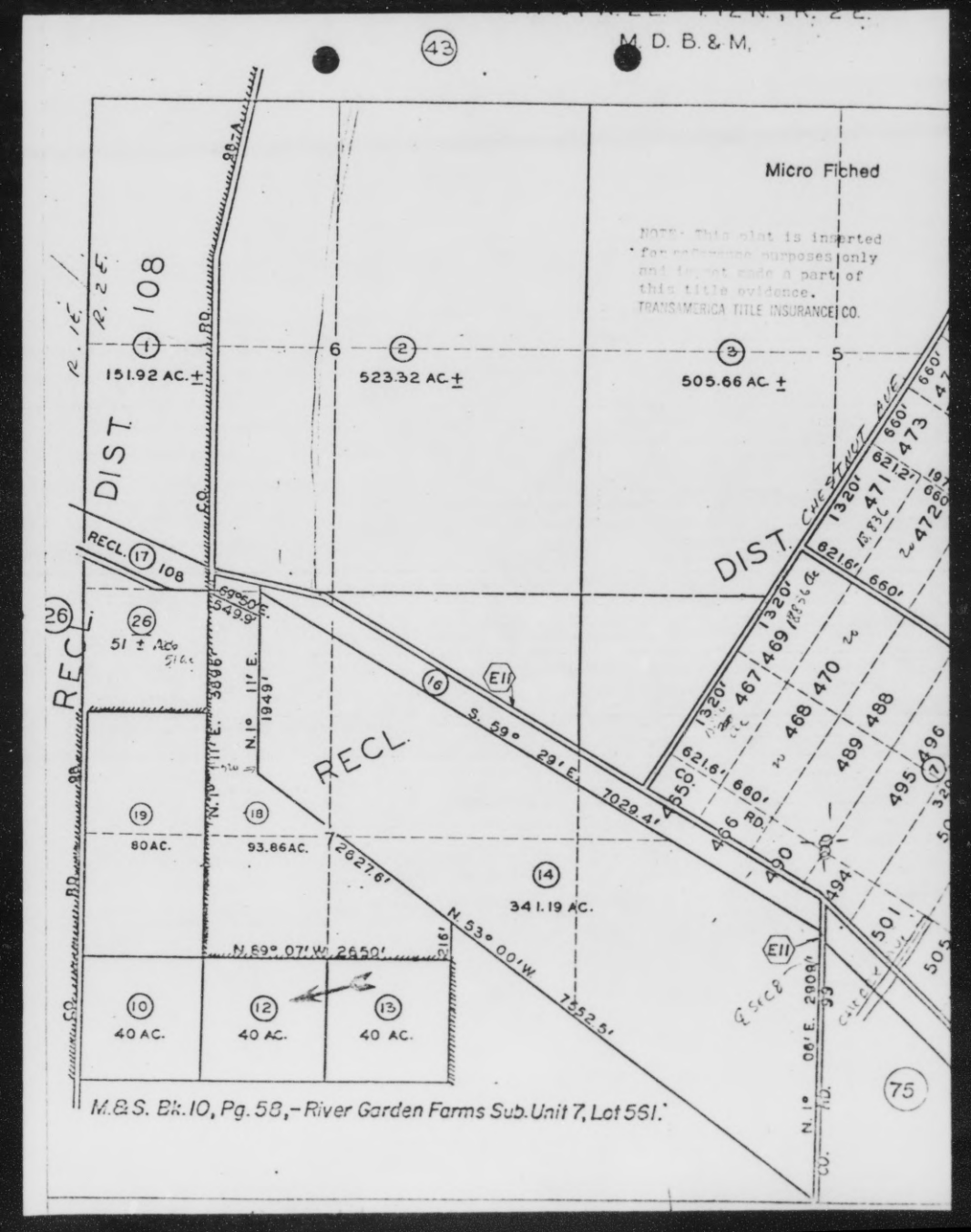
PARCEL TWO: Assessor's Parcel No. 19-750-03 Code Area 87-025

The Southeast Quarter of the Northwest Quarter of Section 18, Township 11 North, Range 2 East, M.D.B. &M.,

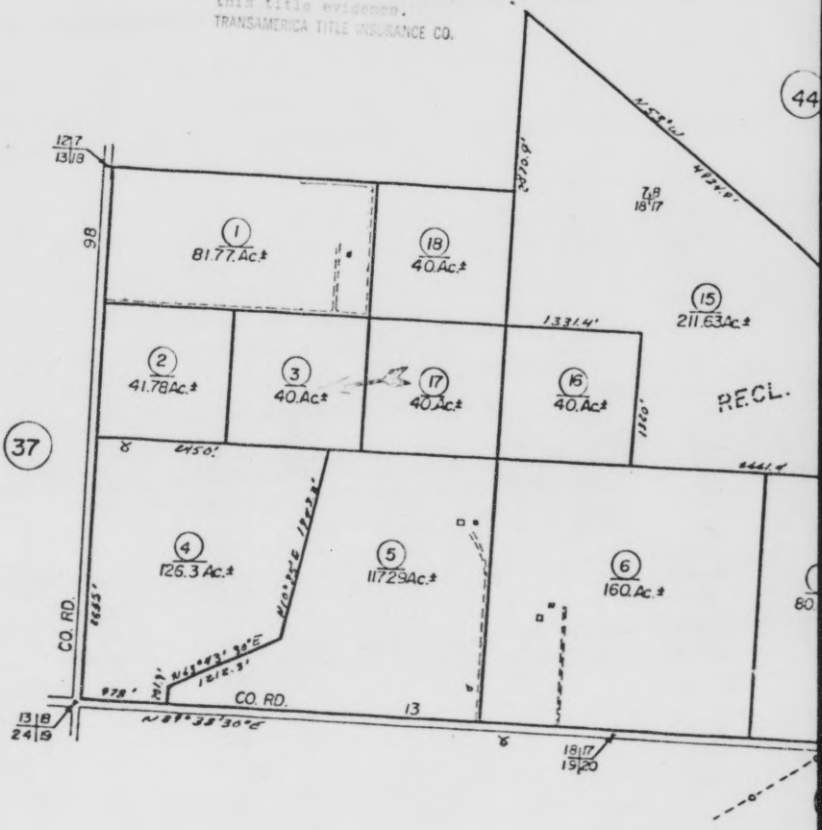
Micro Fiched

APPURTENANT to the above parcels of land is a right of way for road purposes and for ingress, egress and regress over the West 15 feet of the South 30 feet of the Southwest Quarter of the Southeast Quarter of said Section 7, and over a strip of land 30 feet wide lying 15 feet on each side of the East line of the Northeast Quarter of the Northwest Quarter of said Section 18, over the South 15 feet of said Northeast Quarter of the Northwest Quarter and over the North 30 feet and the South 30 feet of the Northwest Quarter of the Northwest Quarter of Section 18, all in Township 11 North, Range 2 East, M.D.B. & M., as said rights of way were disclosed in that certain Judgment, dated November 15, 1922 and recorded November 20, 1922, in Book 103 of Deeds, at page 521, wherein Oscar E. Jacobs was Plaintiff and Linnie J. Jacobs, et al., were defendants.

-xxxx-


M. D. B. & M.
Micro Fiched
NOTE: This plat is inserted for reference purposes only and is not made a part of this title evidence.
TRANSAMERICA TITLE INSURANCE CO.
DIST. 108
R. 2 E.
RECL. 17 108
RECL
DIST
CHESTNUT AVE.
1 151.92 AC. ±
2 523.32 AC. ±
3 505.66 AC. ±
26 51 ± Acs
19 80 AC.
18 93.86 AC.
14 341.19 AC.
10 40 AC.
12 40 AC.
13 40 AC.
16
E11
S. 59° 29' E. 7029.41'
N. 1° 11' E. 1949.1'
N. 89° 07' W. 2650'
N. 53° 00' W. 7552.5'
N. 1° 06' E. 2908'
M. & S. Bk. 10, Pg. 58, - River Garden Farms Sub. Unit 7, Lot 561.

NOTE: This plat is inserted for reference purposes only and is not made a part of this title evidence.
TRANSAMERICA TITLE INSURANCE CO.



Micro Fiched

FILED
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

AGREEMENT NO. 74-265

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between _____

LEARTIS HICKS and ILA MAE HICKS

PSC Box 1204 APO NY 09406
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Reduction to No 23 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Wm E Newman
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Leuta Hicks

Ila Mae Hicks

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1975, before me, the undersigned, County Clerk of the County of Yolo, personally appeared WM. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 19, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Leartis Hicks and Ila Mae Hicks

to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Evelynn J. Puett

Evelynn J. Puett
Name (Typed or Printed)

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

(This area for official notarial seal)

STAPLE HERE

TO 1551 (10-68)
CLTA GUARANTEE
FORM NO. 19 (9-12-68)

RO 13947-025

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

Fee $ 25.00

Your Ref. APN 48-060-07

a California corporation, herein called the Company, guarantees

Leartis Hicks

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 3-27-64 Doc. No. 3915 in Book 752 Page 180 D. T. S. $ 5.50

In favor of LEARTIS HICKS AND ILA MAE HICKS, his wife, as Joint Tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

Lot 31, Cadenasso and Colony, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on July 13, 1892, in Book 1 of Maps, at page 29.

Dated: June 17, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]

PRESIDENT

Attest: Richard W. Burkett

SECRETARY

Addition to Reserve # 23. "Exhibit A"

48-06

T.10N., R.2W., M.D.B.&M.

GS SUBD.

Micro Fiched

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 48, Pg. 06.
County of Yolo, Calif.

adenasso Colony, por. of Arnold & Gilligs Subd

FILED
1-28-1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 74-266

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd. day of December, 19 74, by and between _____

_____

_____

_____

_____

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 2 by the County by Resolution No. 74-163, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ralph A. Hutt Jr.

Lillian A. Hutt

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 19 74, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA }
COUNTY OF Yolo } ss.

On this 19th day of June in the year one thousand nine hundred and 74 before me, Lucille M. Erickson, a Notary Public, State of California, duly commissioned and sworn, personally appeared Ralph A. Hiett, Jr. and Lillian A. Hiett

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

LUCILLE M. ERICKSON
Notary Public, California
Principal office in
Yolo County
My Commission Expires on January 2, 1976

Lucille M. Erickson
Notary Public, State of California

My commission expires

Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a) Printed 12/72

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

71 2972

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63939 SR Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

RALPH A. HIETT, JR. AND LILLIAN A. HIETT

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 20, 1974 at 5:00 P. M. , in the County of Yolo, State of California

Countersigned:

/S/ Clinton Jorz
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve #2

CLTA GUARANTEE FACE PAGE (REV. 6-8-73) "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63939 BR Effective Date: May 20, 1974, at 5:00 P. M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1974, with respect to the name(s) of

Title to the herein described property vests in:

RALPH A. HIETT, JR. AND LILLIAN A. HIETT, his wife, as Joint Tenants

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

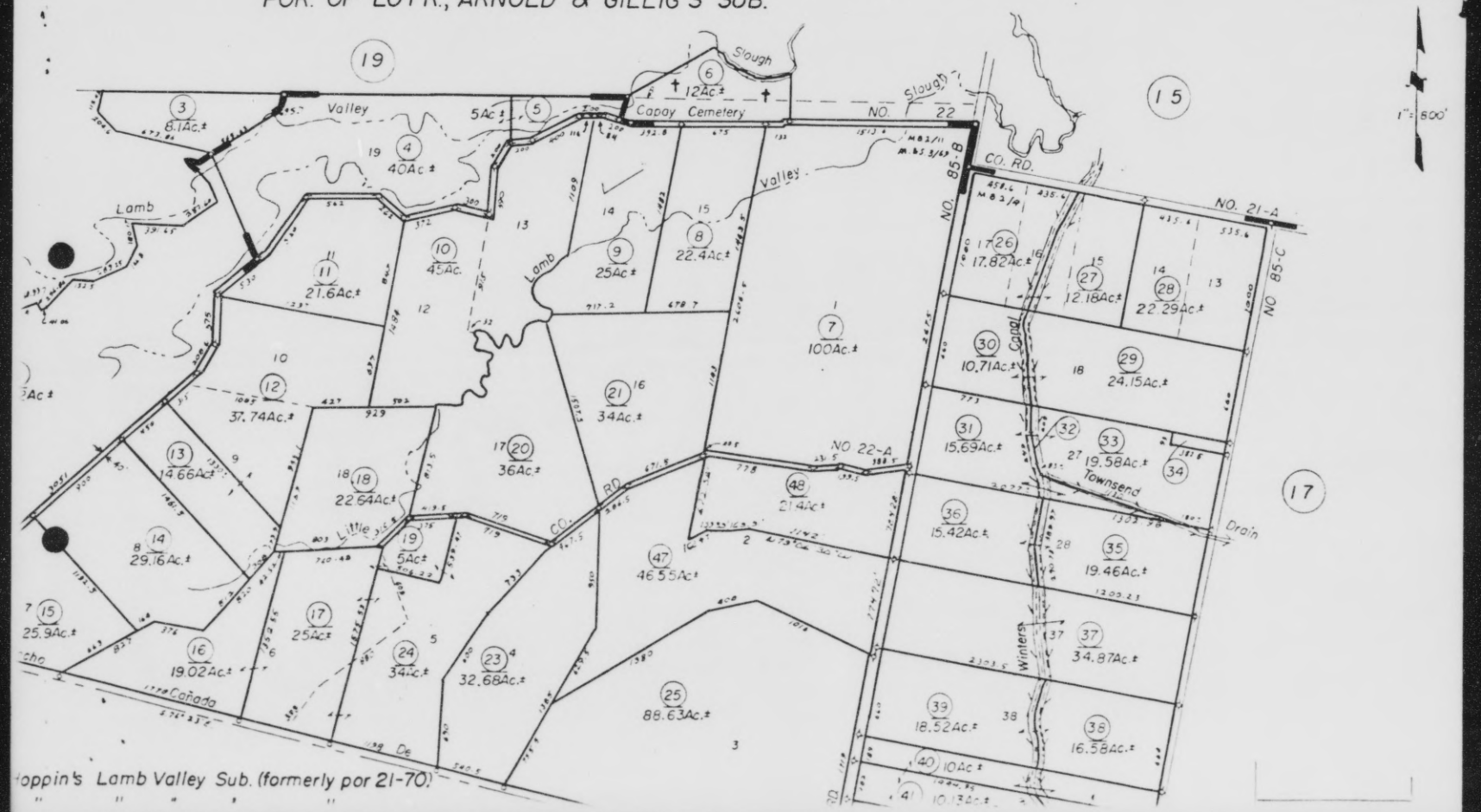
Lot 14, Geo. Hoppin Subdivision of Lamb Valley Fruit Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 4, 1909, in Book 2 of Maps at page 11.

Note: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessors Parcel No. 49-180-09, Code Area 63-046.

Note: This guarantee is limited to the above described property.

POR. RANCHO CAÑADA DE CAPAY T.1ON., R.2W., M.D.B.&M.
POR. OF LOT R., ARNOLD & GILLIG'S SUB.

49-18



FILED
DEC 2 5 1975
LAURENCE P. HANSON, CLERK
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-267

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between MABEL LILLIAN TOMPKINS, also known as MABEL L. TOMPKINS, ½ interest; and EDWARD DONALD TOMPKINS, WILLIS STANLEY TOMPKINS, in Trust as created,

320 20th Street, Lakeport, California, 95453
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No 35 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Sherman
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Mabel Tolbert Tompkins

Mabel L Tompkins

Edward Donald Tompkins

* Willa Stanley Tompkins

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1924, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

71 2976

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66983 Liability $ 135.00 Fee $ 35.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

EDWARD D. TOMPKINS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 31, 1974 at 5:00 P. M., in the County of Yolo, State of California

Countersigned:

/S/ Clinton Jorz
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Bonner Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 35

CLTA GUARANTEE FACE PAGE (REV. 8-8-73)

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63933 Effective Date: May 31, 1974, at 5:00 P. M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Title Vests: Mabel Lillian Tompkins, also known as Mabel L. Tompkins, an undivided 1/2 interest; and Edward Donald Tompkins and Willis Stanley Tompkins, In Trust, as created under the Will of Henry Willis Tompkins, also known as Henry W. Tompkins, also known as H. Willis Tompkins, also known as Willis Tompkins, also known as Henry Tompkins, deceased, Yolo County Superior Court Probate No. 12807.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred: All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

Parcel 1:

COMMENCING at a point on the East line of said Rancho at the Southeast corner of the tract of land heretofore conveyed by C. H. Davis, to M. Barber and A. J. Steiner, and known as the Davis Tract; and running thence West to the center of Cache Creek at low water; thence up and along the center of the said creek at low water to the North line of said Davis Tract; thence East to the Grant line; thence Southerly along the Grant line to the place of beginning, and containing 154.29 acres, more or less.

Delete

For a more particular description of the Easterly line of said Tract, the following notes are pertinent:

The tract line immediately West of and abuts fractional Sections 3 and 10, Township 11 North, Range 3 West, M.D.B.&M., the Southeast corner being 1492 feet Southerly along the Grant line from the closing corner to Sections 3 and 10, the Northeast corner being at an old stake marking the Northeast corner of the "Davis Tract", said stake being located on the Grant line Southerly from "C.C.22" a distance of about 4550 feet and Northerly along the Grant line from the Southeast corner of said "Davis Tract", 5634.7 feet.

EXCEPTING THEREFROM, an undivided one-half of all minerals, oil, gas and other hydrocarbon substances in, on or under the above described property, with the perpetual right of ingress and egress to and from said real property for the purpose of exploring, mining, drilling and in every way developing and operating for any and all of said products and removing the same, as reserved in deed executed by Belle D. Eisner and Helen E. Friedman to H. Willis Tompkins and Mabel L. Tompkins, his wife, dated December 30, 1944, recorded January 5, 1949, in Book 295 of Official Records, at page 61.

Edward Donald Tompkins
Willis Stanley Tompkins

continued...

Order No. 63931 continued...

Parcel 2:
The West half of the Northeast Quarter of Section 21, Township 12 North, Range 3 West, M.D.B.&M.

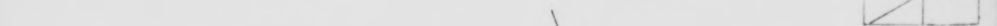
Parcel 3:
The Northwest Quarter of the Southeast Quarter; and the Southwest Quarter of the Northeast Quarter of Section 16, Township 12 North, Range 3 West, M.D.B.&M.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as:

~~As to Parcel 1: Assessor's Parcel No. 10-110-13. Code Area 63-034.~~ EDT
As to Parcel 2: Assessor's Parcel No. 10-110-14. Code Area 63-034. W.S.T.
As to Parcel 3: Assessor's Parcel No. 10-110-13. Code Area 63-034.

NOTE: This Guarantee is limited to the above described property.

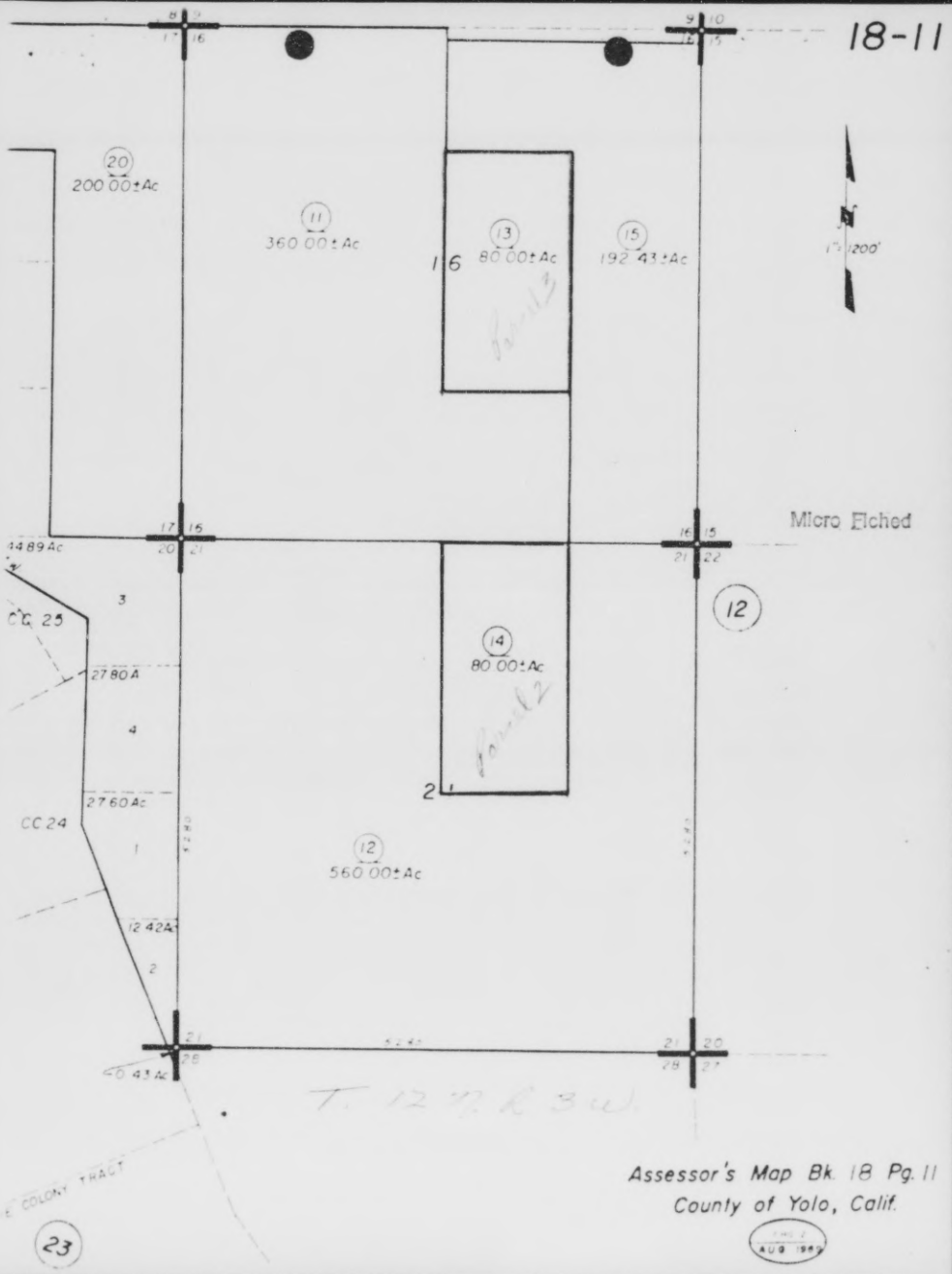


Assessor's Map Bk. 18, Pg. 46
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JULY 1950

12/73


18-11
20
200.00±Ac
11
360.00±Ac
13
80.00±Ac
15
192.43±Ac
16
1" = 200'
Micro Etched
4.89Ac
CC 25
27.80A
3
4
27.60Ac
CC 24
1
12.42A±
2
14
80.00±Ac
12
560.00±Ac
12
0.43Ac
T. 12 N. R. 3 W.
COLONY TRACT
23
Assessor's Map Bk. 18 Pg. 11
County of Yolo, Calif.

FILED
11:23 1975
LAURENCE F. HENIGAN, Clerk
BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-268

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between _____

_____

_____

_____

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No 35 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Thomson
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Violet Mae Walworth

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
Deputy

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss

On June 21, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Violet Mae Walsworth

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Evelynn J. Puett

Evelynn J. Puett
Name (Typed or Printed)

STAPLE HERE

OFFICIAL SEAL
EVELYNN J. PUETT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK

TO 1551 (10-68)
CLTA GUARANTEE
FORM NO. 15 (9-12-68)

RO 13947-033

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees

Fee $ 25.00

Your Ref. 63-035 18-152-09

THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 10-23-73 Doc. No. 15629 in Book 1081 Page 199 D. T. S. $ None
In favor of

Violet Mae Walsworth, a single woman, as her sole and separate property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

BLOCK C OF SMITH & RUMSEY TRACT, as shown on the Map thereof, filed for record in the office of the Yolo County Recorder on July 13, 1892 in Book 1 of Maps, at page 38.

Dated: June 21, 1974 @ 7:30 A.M.

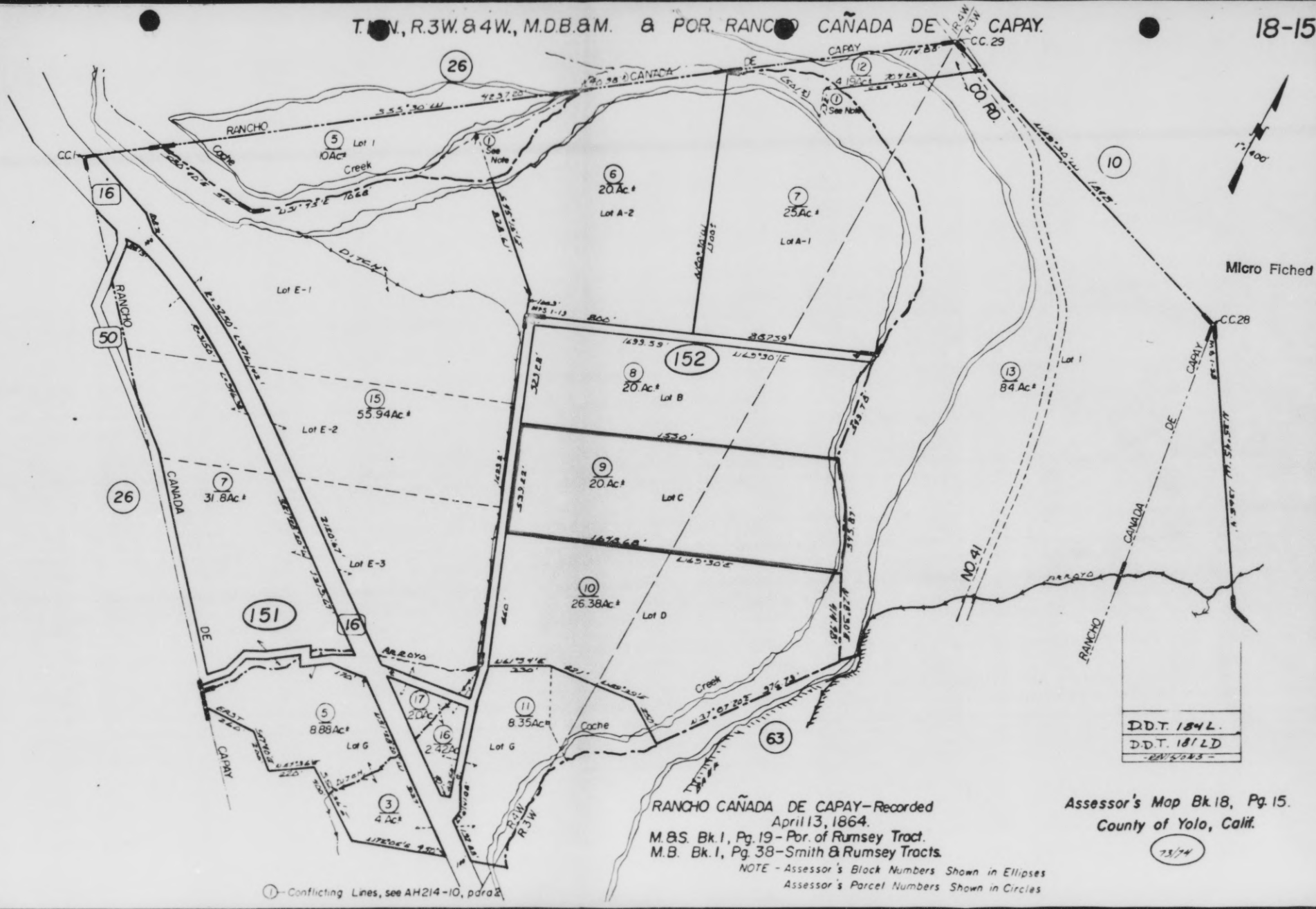
Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Preserve #35. Exhibit A"

T.10N., R.3W.&4W., M.D.B.&M. & POR. RANCHO CAÑADA DE CAPAY.



Micro Fiched

① – Conflicting Lines, see AH214-10, para 2.

RANCHO CAÑADA DE CAPAY – Recorded April 13, 1864.
M.&S. Bk. 1, Pg. 19 – Por. of Rumsey Tract.
M.B. Bk. 1, Pg. 38 – Smith & Rumsey Tracts.

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 18, Pg. 15.
County of Yolo, Calif.

73/74

FILED
DEC 26 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-269

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between _____

Hans & Salome Alp Land LP
Rt #1, Box 1490, DAVIS Tel. 753-2332

(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No 46 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 24, 19 74, before me the undersigned County Clerk of the County of Yolo, personally appeared Hans and Salome Abplanalp, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 24th day of June, 19 74.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara Rodgers
Deputy

GUARANTEE

71 2975

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68957 Liability $ 135.00 Fee $ 35.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

HANS ABPLANALP and SALOME ABPLANALP

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 29, 1974 @ 5:00 p.m. , in the County of Yolo, California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Bonner Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #46

CLTA GUARANTEE FACE PAGE (REV. 6-8-71) "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68957 Effective Date: May 29, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Title Vests: Hans Abplanalp and Salome Abplanalp, his wife, in joint tenancy

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of YOlo, State of CAlifornia, described as follows:

A portion of the East 30 acres of the North one-half of Section 31, Township 9 North, Range 3 East, M.D.B.&M., described as follows:

PARCEL 1:

BEGINNING at the Northeast corner of that certain parcel of land conveyed to Hans Abplanalp, et ux., by deed recorded in Book 759 of Official Records, at page 477, Yolo County Records, thence North 0° 06' 47" West along the East line of said North half of said Section 218.00 feet; thence North 89° 11' 49" West 469.00 feet to the West line of the Justin Snyder property; thence South 0° 06' 49" East along said property line 207.08 feet to the North line of said Abplanalp parcel; thence South 87° 53' East along said North line 469.00 feet to the point of beginning, containing 2.30 acres of land, more or less.

PARCEL 2:

BEGINNING at the Southeast corner of said Abplanalp property; thence South 0° 06' 49" East along said East line of said North one-half of said Section 218.00 feet; thence North 89° 11' 49" West 469.00 feet to the West line of the Justin Snyder property; thence North 0° 06' 49" West along said property line 228.92 feet to the South line of said Abplanalp property; thence South 87° 53' East along said South line 469.00 feet to the point of beginning, containing 2.40 acres of land, more or less.

PARCEL 3:

A portion of the NOrth half of Section 31, Township 9 North, Range 3 East, M.D.B.&M., described as follows:

BEGINNING at a point on the East line of said North Half of said Section 31, that is distant North 0° 06' 49" West, 1462.62 feet from the East Quarter corner of said Section 31; thence North 87° 53' West, 665.00 feet; thence North 0°

continued

06' 49" West, 360.00 feet; thence South 87° 53' East, 665.00 feet to said East line of said North Half of section 31; thence South 0° 06' 49" East along said East line of said North Half of Section 31, 360.00 feet to the point of beginning.

PARCEL 4:

All that portion of the most Easterly 30 acres of the North 1/2 of Section 31, T. 9 N., R. 3 E., M.D.B.&M., lying Easterly of a line described as follows:

Beginning at a point on the Southerly line of the Northeast 1/4 of said Section 31, said point being distant S. 89° 06' W. 468.86 feet from the East 1/4 corner of said Section 31; thence N. 0° 06' 49" W. 1487.31 feet; thence, N. 87° 53' W. 195.84 feet; thence, N. 0° 06' 49" W. 360.00 feet; thence S. 87° 53' E. 195.84 feet; thence, N. 0° 06' 49" W. 794.63 feet to a point on the Northerly line of the Northeast 1/4 of Section 31 and the termination of this description.

Micro Fiched

EXCEPTING THEREFROM the following three parcels of land:

A portion of the North 1/2 of Section 31, T. 9 N., R. 3 E., M.D.B.&M., described as follows:

Beginning at a point on the East line of said North 1/2 of said Section 21; that is distant N. 0° 06' 49" West 1462.62 feet from the East 1/4 corner of said Section 31; thence N. 87° 53' W. 665.00 feet; thence, N. 0° 06' 49" W. 360.00 feet; thence, S. 87° 53' E. 665.00 feet to said East line of said North 1/2 of Section 31; thence, S. 0° 06' 49" East along said East line of said North 1/2 of Section 31, 360.00 feet to the point of beginning.

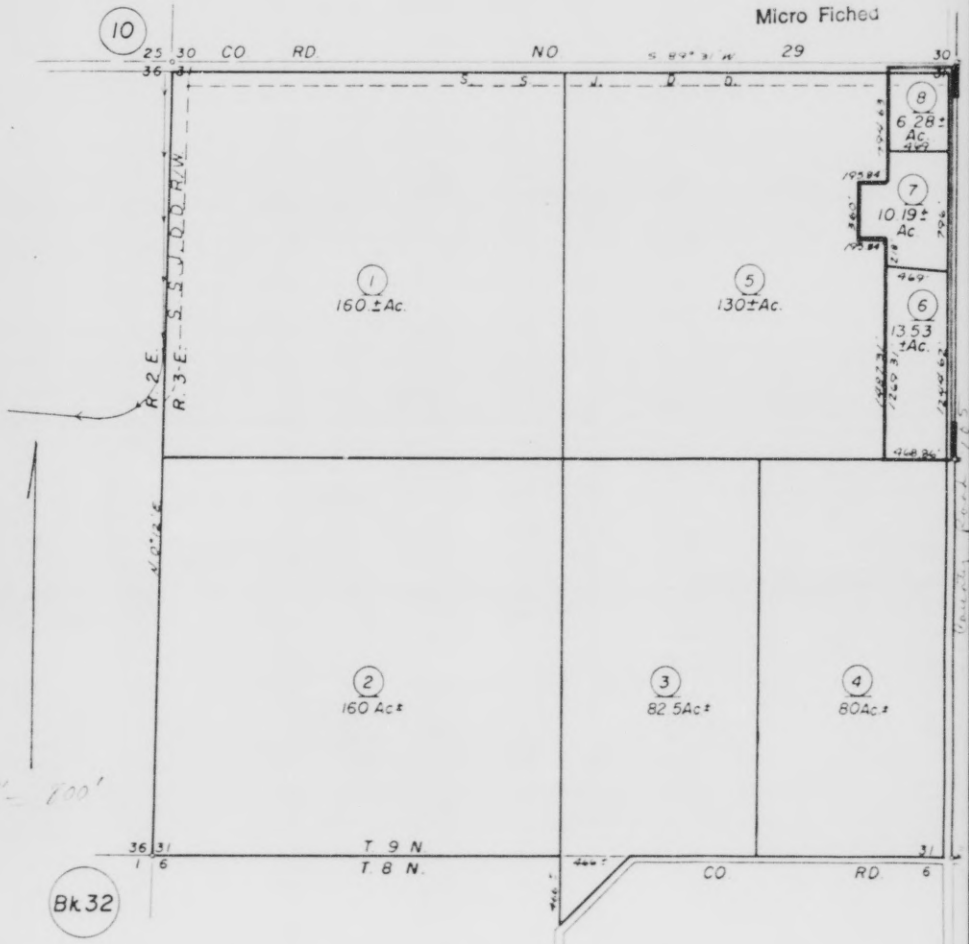
Beginning at the Northeast corner of that certain parcel of land conveyed to Hans Abplanalp, et ux by Deed recorded in Book 759 of Official Records, at page 477, Yolo County Records; thence, N. 0° 06, 47" W. along the EAst line of said North 1/2 of said Section 218.00 feet; thence, N. 89° 11' 49" West 469.00 feet to the West line of the Justin Snyder property; thence, S. 0° 06' 49" East along said property line 207.08 feet to the North line of said Abplanalp parcel; thence, S. 87° 53' EAst along said North line 469.00 feet to the point of beginning.

Beginning at the Southeast corner of said Abplanalp property; thence, S. 0° 06' 49" East along said East line of said NOrth 1/2 of said Section 218.00 feet; thence, North 89° 11' 49" West 469.00 feet to the West line of the Justin Snyder property; thence, N. 0° 06' 49" West along said property line 228.92 feet to the South line of said Abplanalp property; thence, South 87° 53' East along said South line 469.00 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Parcel Nos. 42-130-06, 42-130-07, Code Area 61-003, and 42-130-08, Code Area 61-003.
NOTE: This Guarantee is limited to the above described property.

SEC. 31 & 32, T. 9

Micro Fiched



Deeds Bk. 45, Pg. 364 – Martin Tract

(forme

FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74 220

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between William B. Schoeningh and Edna L. Schoeningh
3012 Notre Dame Drive
Sacramento, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 33 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

William B. Schoenigh

Edna S. Schoenigh

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)

TO 447 C
(Individual)

TI

Micro Fiched

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 25, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Schoeningh and Edna L. Schoeningh

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

STEPHEN CRAIG HUNTER
Notary Public - California
Principal Office in Yolo County
My Commission Expires February 20, 1977

(This area for official notarial seal)

STAPLE HERE

RO 13839-A

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

Fee $25.00

Your Ref. 41-020-27 and portion19

a California corporation, herein called the Company, guarantees

William Schoeningh
312 Notre Dame Drive
Sacramento, California

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: a deed

Doc. recorded 6-24-74 Doc. No. 8935 in Book 1108 Page 488 D. T. S. $176.00

****

and Doc. recorded June 24, 1974 Doc. No. 8936 in Book 1108 Page 490
D.T.S. $None

In Favor of: William B. Schoeningh and Edna L. Schoeningh, husband and wife as community property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: See Exhibit "A" attached

Dated: June 24, 1974 at 11:56 a.m.

****

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: Richard W. Burdett
SECRETARY

Addition to Preserve #33

Exhibit "A"

All that real property situate in the County of Yolo, State of California, described as follows:

A portion of the Southwest Quarter of Section 9, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California as shown on that map filed in Book 10 of Maps & Surveys Page 27, Yolo County Records and being more particularly described as follows:

Micro Fiched

Beginning at a point on the State of California property line that is distant the following (2) courses from the West Quarter Corner of said Section 9 as same appears on said Map (1) South 89° 37' 12" East 2578.10 feet and (2) South 00° 52' 09" West 628.62 feet. Thence from said point of beginning and extending along the said State of California property line South 00° 52' 09" West 2016.33 feet to a point on the South line of said Southwest Quarter of Section 9; thence leaving said State of California property line and extending along said South Section line North 89° 37' 03" West 1500.24 feet more or less to a point on the State of California property line; thence leaving said South Section line and extending along said State of California property line the following (4) courses, (1) North 15° 40' 50" East 65.16 feet, (2) North 18° 24' 00" East 1191.33 feet, (3) North 23° 16' 08" East 603.10 feet and (4) Northeasterly along a curve to the right having a radius of 930.00 feet, through a central angle of 19° 58' 53", an arc distance of 324.33 feet; thence leaving said State of California property line South 89° 07' 51" East 722.00 feet to the point of beginning.

EXCEPTING THEREFROM an undivided one-fourth of all oil, gas, steam, hydrocarbon substances and minerals contained within the property hereinabove referred, as reserved in the Deed from Crocker National Bank, a National Banking Association, as trustee to William B. Schoeningh, et ux, recorded June 24, 1974 as Instrument No.

ALSO EXCEPTING THEREFROM an undivided one-fourth of all oil, gas, steam, hydrocarbon substances and minerals contained within the property hereinabove referred, as reserved in the Deed from Laverne A. Oeste to Willian B. Schoeningh, et ux, recorded June 24, 1974 as Instrument No.

AJ:lv

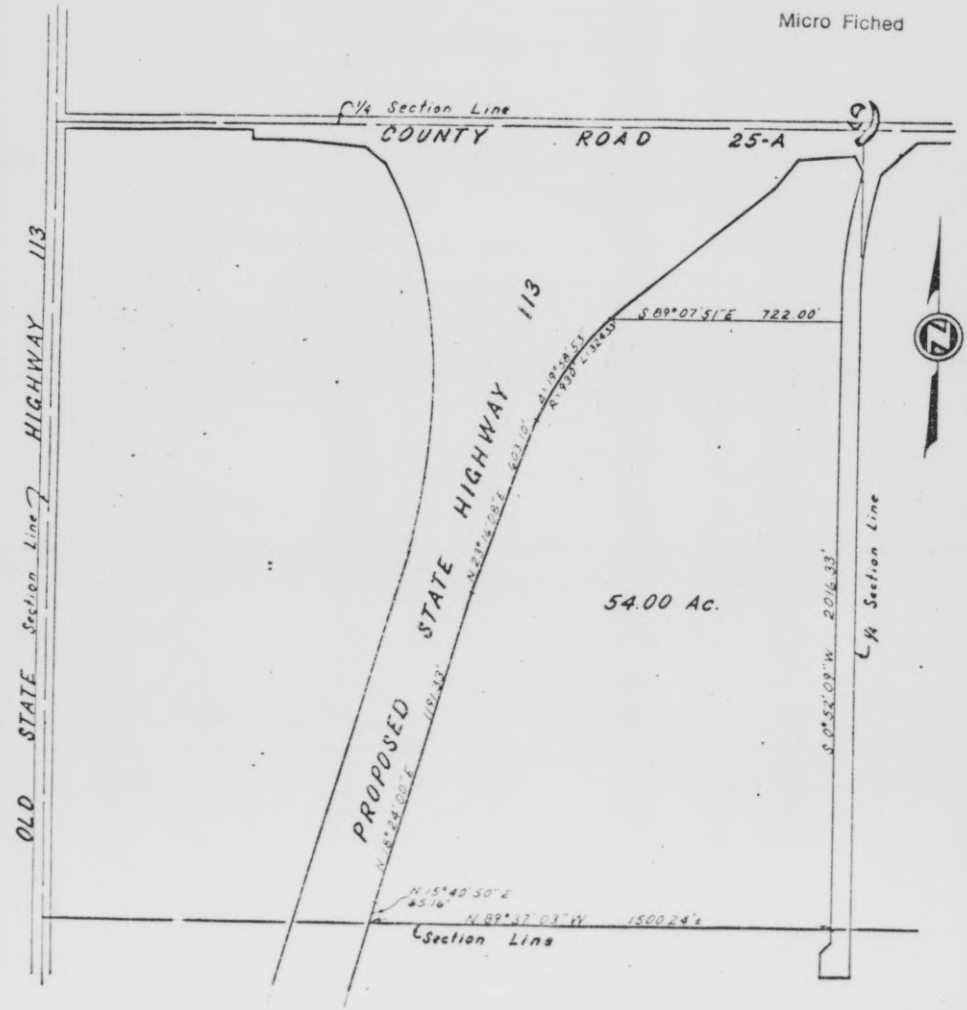
BY DCD DATE 5-29-74
CHKD. BY KRL DATE 5-29-74

PROPERTY BOUNDARY SKETCH
for WILLIAM SCHOENINGH
Por. S.W. 1/4 Section 9, T9N, R2E
Yolo County, California

SHEET NO. 1 OF 1
JOB NO. 24-1

Laugenour and Meikle
– CIVIL ENGINEERS –
P.O. BOX 828
WOODLAND, CALIFORNIA

Micro Fiched



FILED
12/28/1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-271

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between PLAINFIELD ENTERPRISES INC 878 HILLSIDE AVE ALBANY CA 94706 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

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W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to #9 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Charles W. Brockoff per
Lucia S. Brockoff's sec'y

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared WM. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
Deputy

STATE OF CALIFORNIA
COUNTY OF San Francisco } ss.

On this 19th day of June in the year one thousand nine hundred and 74, before me, Doris M. Ruegg a Notary Public, State of California, duly commissioned and sworn, personally appeared Charles W. Brockhoff and Lucia S. Brockhoff known to me to be the Pres. & Secty. of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Francisco the day and year in this certificate first above written.

Doris M. Ruegg
Notary Public, State of California

DORIS M. RUEGG
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Jan. 10, 1976

Cowdery's Form No. 28 - Acknowledgment Corporation (C. C. Secs. 1190-1190.1)

Printed 5/72

P. O. Box 7863, San Francisco, CA. 94120

(Rev. 4-71)

GUARANTEE

71 2969

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68902 Liability $ 130.00 Fee $ 30.00

Micro Fiched

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

PLAINFIELD ENTERPRISES, INC.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 20, 1974 @ 5:00 p.m. , in the County of Yolo, State of CAlifornia

Countersigned:

_____
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 9

CLTA GUARANTEE FACE PAGE (REV. 6-8-73)

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68902 Effective Date: May 20, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1974, with respect to the name(s) of

Title to the herein described property vests in:

Micro Filmed

Plainfield Enterprises, Inc., a California corporation

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The South one-half of the Northeast Quarter of Section 30, Township 9 North, Range 2 East, M.D.B.&M.

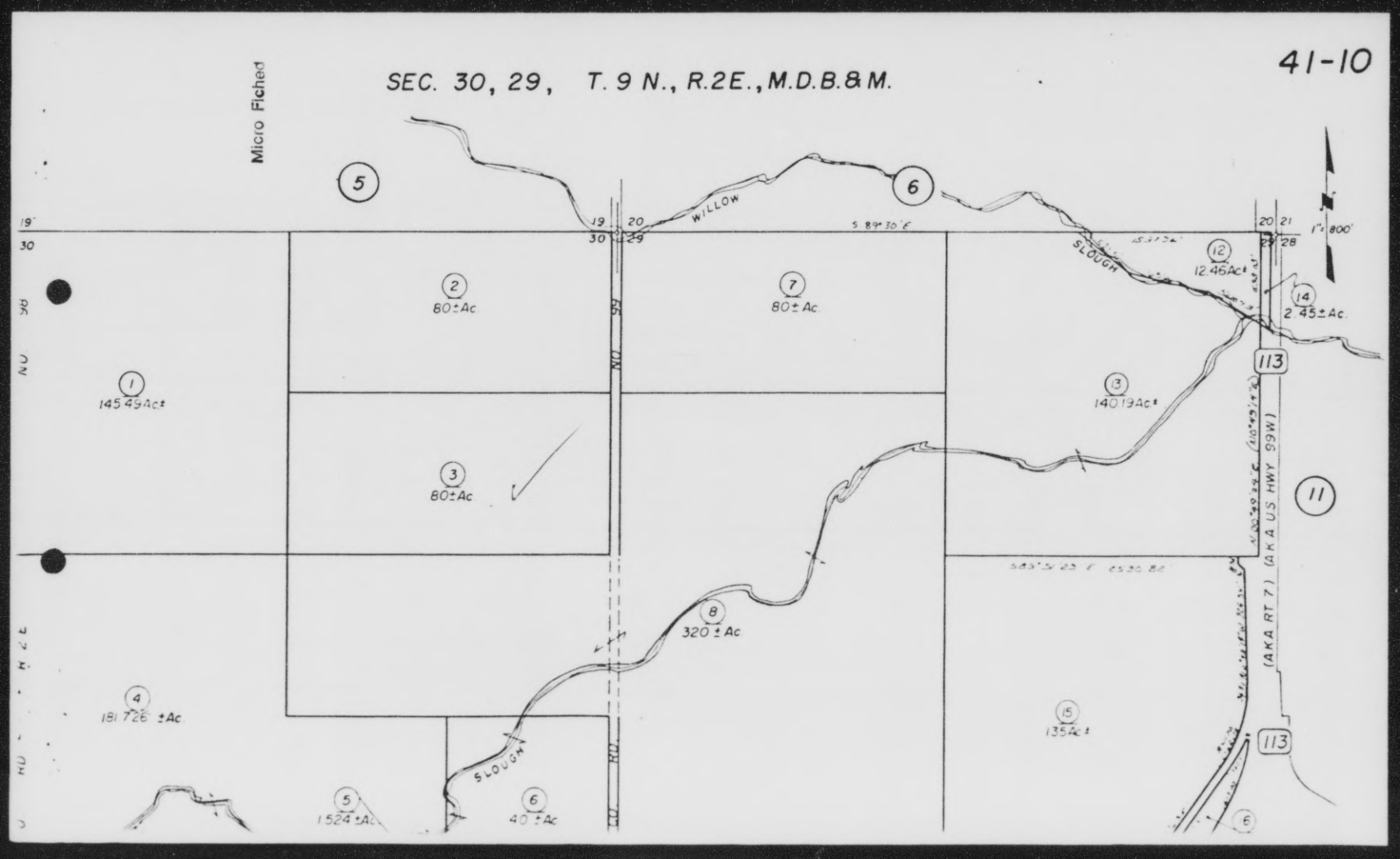
NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessors Parcel No. 41-100-03, Code Area 87-072

NOTE: This guarantee is limited to the above described property.

41-10

Micro Fiched

SEC. 30, 29, T. 9 N., R. 2E., M.D.B.&M.



FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-272

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between ALAN D MAC MILLAN AND KAREN L MAC MILLAN

ROUTE I BOX 711 WOODLAND CAL 95695

(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 34 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Allan D Mac Millan

Karen L. Mac Millan

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 19 74, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 26, 19 74, before me the undersigned County Clerk of the County of Yolo, personally appeared Alan D. and Karen L. Mac Millan, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 26th day of June, 19 74.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A. Rodgers
Deputy

GUARANTEE

71 2970

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63931 Liability $130.00 Fee $30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ALLAN D. MACMILLAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 17, 1974, at 5:00 P. M. , in the County of Yolo, State of California

Countersigned:

/S/ Clinton Jorz
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve No. 34
"EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63931 Effective Date: May 17, 1974, at 5:00 P. M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1974, with respect to the name(s) of

Title to the herein described property vests in:

Micro Fiched

Allan D. MacMillan and Karen L. MacMillan, as Joint Tenants

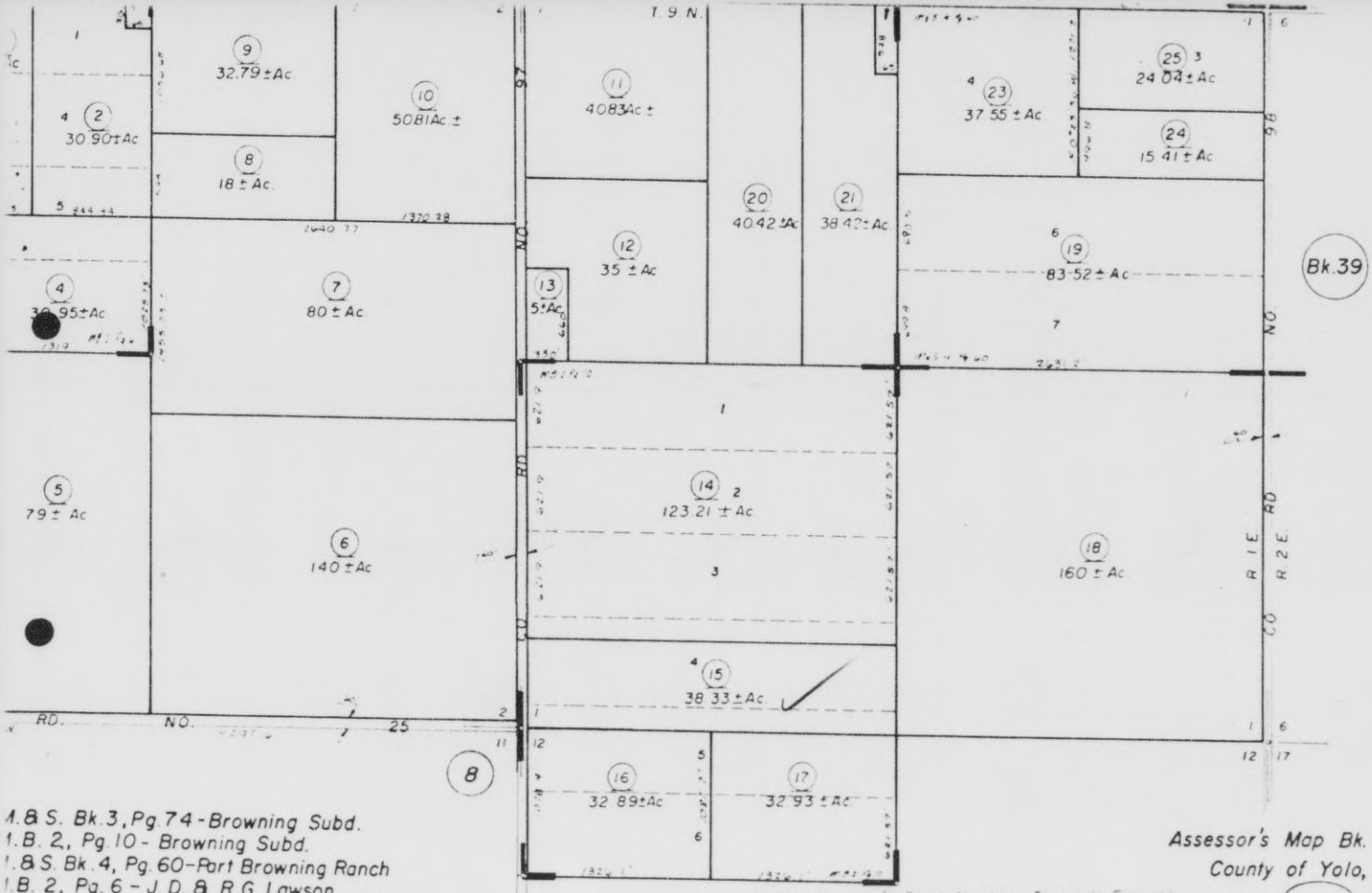
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The South 27.93 acres of Lot 4 and the North 9.92 acres of Lot 5 as shown on the map of Browning's Subdivision of the Southwest Quarter of SEction 1, and part of the Northwest Quarter of Section 12, Township 9 North, Range 1 East, M. D. B. & M., filed in the office of the Recorder of Yolo County, California, on December 26, 1903, in Book 2 of Maps, at page 10.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessors Parcel No. 40-050-15, Code Area 87-068.

NOTE: This guarantee is limited to the above described property.


40-05
T. 9 N.
R. 1 E.
R. 2 E.
Bk. 39
1
2
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9
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11
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16
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21
23
24
25
32.79 ± Ac.
30.90 ± Ac.
18 ± Ac.
50.81 Ac ±
40.83 Ac ±
35 ± Ac.
5 ± Ac.
40.42 ± Ac.
38.42 ± Ac.
37.55 ± Ac.
15.41 ± Ac.
24.04 ± Ac.
83.52 ± Ac.
30.95 ± Ac.
80 ± Ac.
79 ± Ac.
140 ± Ac.
123.21 ± Ac.
38.33 ± Ac.
160 ± Ac.
32.89 ± Ac.
32.93 ± Ac.
RD. NO. 25
RD. NO.
CO.
1. & S. Bk. 3, Pg. 74 - Browning Subd.
1. B. 2, Pg. 10 - Browning Subd.
1. & S. Bk. 4, Pg. 60 - Part Browning Ranch
1. B. 2, Pg. 6 - J. D. & R. G. Lawson
S. Gov't. Svy - Pg. 41-686 - T. 9 N., R. 1 E., 1857
(formerly por 24-04)
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Map Bk. 40 Pg. 05
County of Yolo, Calif.
JULY 1970

FILED

FEB 28 1975

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-273

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between _____
Conrad L. Stalb Route 1 Box 315 Woodland, Ca. 95695
Georgette L. Stalb (same as above)
_____
_____
Micro Fiched
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 3 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Conrad L. Stark

Georgette L. Stark

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 28, 19 74, before me the undersigned County Clerk of the County of Yolo, personally appeared Conrad L. and Georgette L. Staib, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of June, 19 74.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A. Rodgers
Deputy

GUARANTEE

71 2979

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68999 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

CONRAD L. STAIB

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 17,1974 @ 5:00 p.m. , in the County of Yolo, California

Countersigned:

_____
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #3

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68999 Effective Date: June 17, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1974, with respect to the name(s) of

Conrad L. Staib and Georgette L. Staib

Micro Fiched

Title Vests: Conrad L. Staib and Georgette L. Staib, his wife, as joint tenants

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

Lot 4 of Marston Subdivision, according to the map entitled "Map of Marston's Subdivision of a portion of the Harbin Grant" filed for record in the office of the Recorder of YOlo County, California, on January 11, 1895, in Book 1 of Maps and Surveys at page 75.

PARCEL 2:

The East one-half of that parcel of land shown in the name of M. E. Herbert and being depicted on that certain Map of Survey made at the request of Charles Fenton, dated January 26-7, 1906, by P. N. Ashley, County Surveyor, Yolo County, and being filed for record in Maps and Surveys Book 3 at page 50 in the office of Yolo County Recorder, and East one-half being more particularly described as follows:

BEGINNING at an old iron monument (1" by 2-1/2') found (6" below the pavement surface) marking the Northeast corner of said M. E. Herbert parcel, and the Southeast corner of Section 31, T. 11 N., R. 2 E., M.D.B.&M., and said monument also marks the Northwest corner of Marston's Subdivision of a portion of the Harbin Grant, situate in Rancho Rio Jesus Maria as said Marston's Subdivision appears of record in Maps and Surveys Book 1 at page 75; extending thence from said point of beginning along the line common to Marston's Subdivision and said M. E. Herbert parcel, South 00° 15' 04" West, 1338.07 feet to an iron monument with a 1-1/4" head tagged R. E. 6733; thence along the South line of said Herbert parcel, North 89° 48' 01" West, 661.36 feet to a 1-1/2 inch round iron bar monument found at the South side of a 5" by 7" fence post; thence North 00° 18' 43" East, 1335.77 feet to the South line of said Section 31 and the centerline of County Road No. 16, a 40 foot wide road; thence along said Section line, due East 659.95 feet to the point of beginning and including 20.27 acres of land.

Said parcel being further described as: The East half of the Northeast Quarter of the Northeast Quarter of Section 6, Township 10 North, Range 2 East, M.D.B.&M.

continued

NOTE: The Yolo County Assessor designates the herein described property as Parcel No. 27-200-5, Code Area 87-108.

NOTE: This guarantee is limited to the herein described property.

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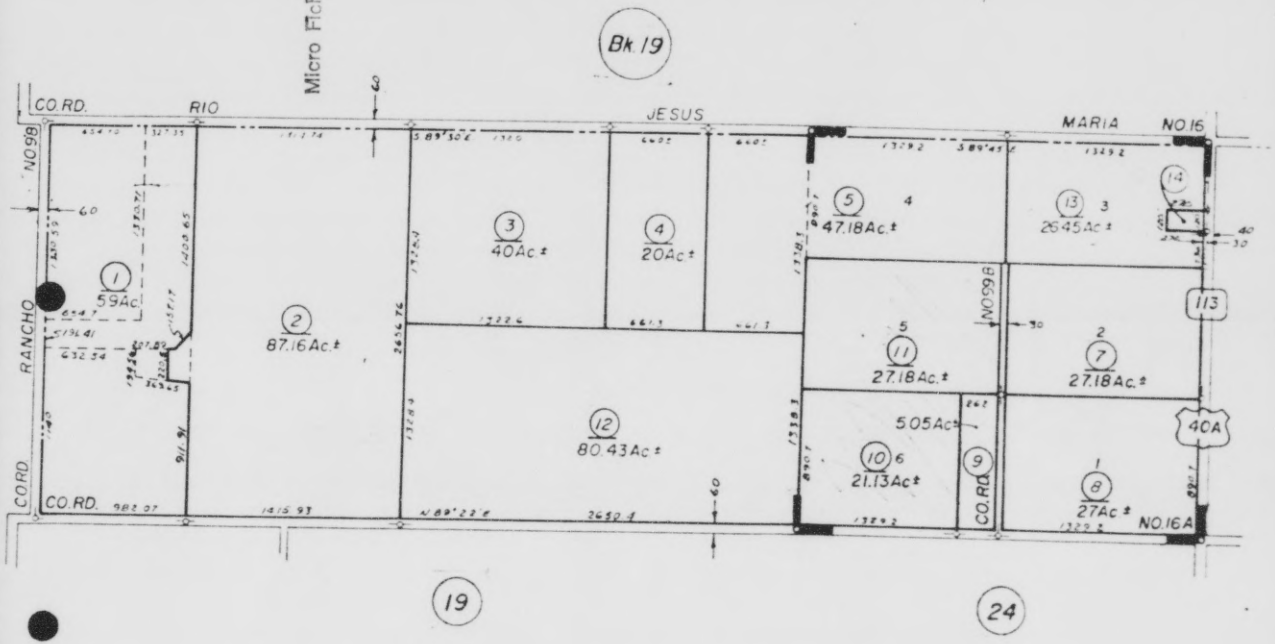

Bk. 1, Pg. 75 – Marston's Sub.

(Formerly Por. 27-011)

NOTE – Assessor's Block Numbers Shown in Ellipses

Asse

FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-224

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 1974, by and between ANN ESTELLE PECHT, ANN MAUREEN KING, SANDRA JANE HIGH, and ANN ESTELLE PECHT and PAUL PECHT as Trustees for SANDRA JANE PECHT and THOMAS PAUL PECHT, respectively,

4500 Rose Avenue, Oxnard, California 93030
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

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W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 51 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY W. E. Thomas
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

See attachment

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 19 74, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

ATTACHMENT TO LAND USE CONTRACT

OWNERS

1. Ann Estelle Pecht
ANN ESTELLE PECHT

2. Ann Maureen King
ANN MAUREEN KING

By Paul E. Pecht
Paul E. Pecht,
Attorney in Fact

Micro Fiched

3. Paul Pecht
PAUL PECHT

Ann Estelle Pecht
ANN ESTELLE PECHT

As Trustees for Sandra Jane Pecht

4. Paul Pecht
PAUL PECHT

Ann Estelle Pecht
ANN ESTELLE PECHT

As Trustees for Thomas Paul Pecht

5. Sandra Jane High
SANDRA JANE HIGH, formerly known as Sandra Jane Pecht

By Paul E. Pecht
Paul E. Pecht
Attorney in Fact

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On this 1st day of July, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared ANN ESTELLE PECHT, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Micro Filmed

Mary M Tash

Notary Public in and for
said County and State

OFFICIAL SEAL
MARY M. TASH
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY
MY COMMISSION EXPIRES JUNE 16, 1977

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On this 1st day of July, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared PAUL E PECHT, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of ANN MAUREEN KING and SANDRA JANE HIGH, formerly known as Sandra Jane Pecht, and acknowledged to me that he subscribed the names of ANN MAUREEN KING and SANDRA JANE HIGH, thereto as principals and his own name as Attorney in Fact.

Mary M Tash

Notary Public in and for
said County and State

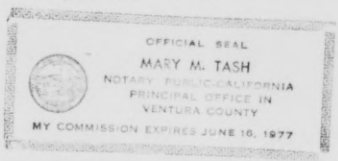
OFFICIAL SEAL
MARY M. TASH
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY
MY COMMISSION EXPIRES JUNE 16, 1977

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On this 1st day of July, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL PECHT and ANNE ESTELLE PECHT, known to me to be the persons whose names are subscribed to the within instrument, and known to me to be the Trustees for the benefit of Thomas Paul Pecht, pursuant to the Judgment of Final Distribution of the Estate of Alexander Furrer, deceased, issued by the Superior Court for Ventura County, State of California, on January 30, 1967, and acknowledged to me that they executed the same.

Micro Fiched

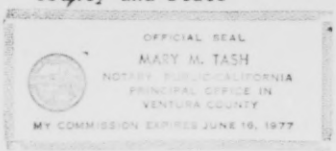
Notary Public in and for said
County and State



STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On this 1st day of July, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL PECHT and ANNE ESTELLE PECHT, known to me to be the persons whose names are subscribed to the within instrument, and known to me to be the Trustees for the benefit of Sandra Jane High, formerly known as Sandra Jane Pecht, pursuant to the Judgment of Final Distribution of the Estate of Alexander Furrer, deceased, issued by the Superior Court for Ventura County, State of California, on January 30, 1967, and acknowledged to me that they executed the same.

Notary Public in and for said
County and State



FORM NO. 19 (9-12-68)

TI

RO 13947-030

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

Fee $ 7.50

Your Ref. APN 19-542-10
19-542-13
19-542-19

a California corporation, herein called the Company, guarantees

Nordman, Cormany, Hair & Compton

Attorney at Law

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded June 21 Doc. No. 8817 in Book 1108 Page 318 D. T. S. $ none

In favor of Ann Maureen King as to an undivided 1/ 6 interest and Sandra Jane High, formerly known as Sandra Jane Pecht, as to an undivided 1/12 interest

Please see attached "Exhibit B" for complete vesting.

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

See "Exhibit A" attached

Dated: June 24, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by _____

PRESIDENT

Addition to Preserve #51

Attest: _____

SECRETARY

EXHIBIT "B"

ANNE ESTELLE PECHT, as to an undivided one-half interest; Ann Maureen King, as to an undivided one-sixth interest;
ANNE ESTELLE PECHT AND PAUL PECHT, as Trustees for the benefit of Sandra Jane Pecht, as to an undivided one-twelfth interest;
ANNE ESTELLE PECHT AND PAUL PECHT, as Trustees for the benefit of Thomas Paul Pecht, as to an undivided one-sixth interest.
SANDRA JANE HIGH, formerly known as Sandra Jane Pecht, as to an undivided one-twelfth interest.

Micro Fiched

EXHIBIT "A"

DESCRIPTION

All that real property situate in the County of Yolo, State of California, described as follows:

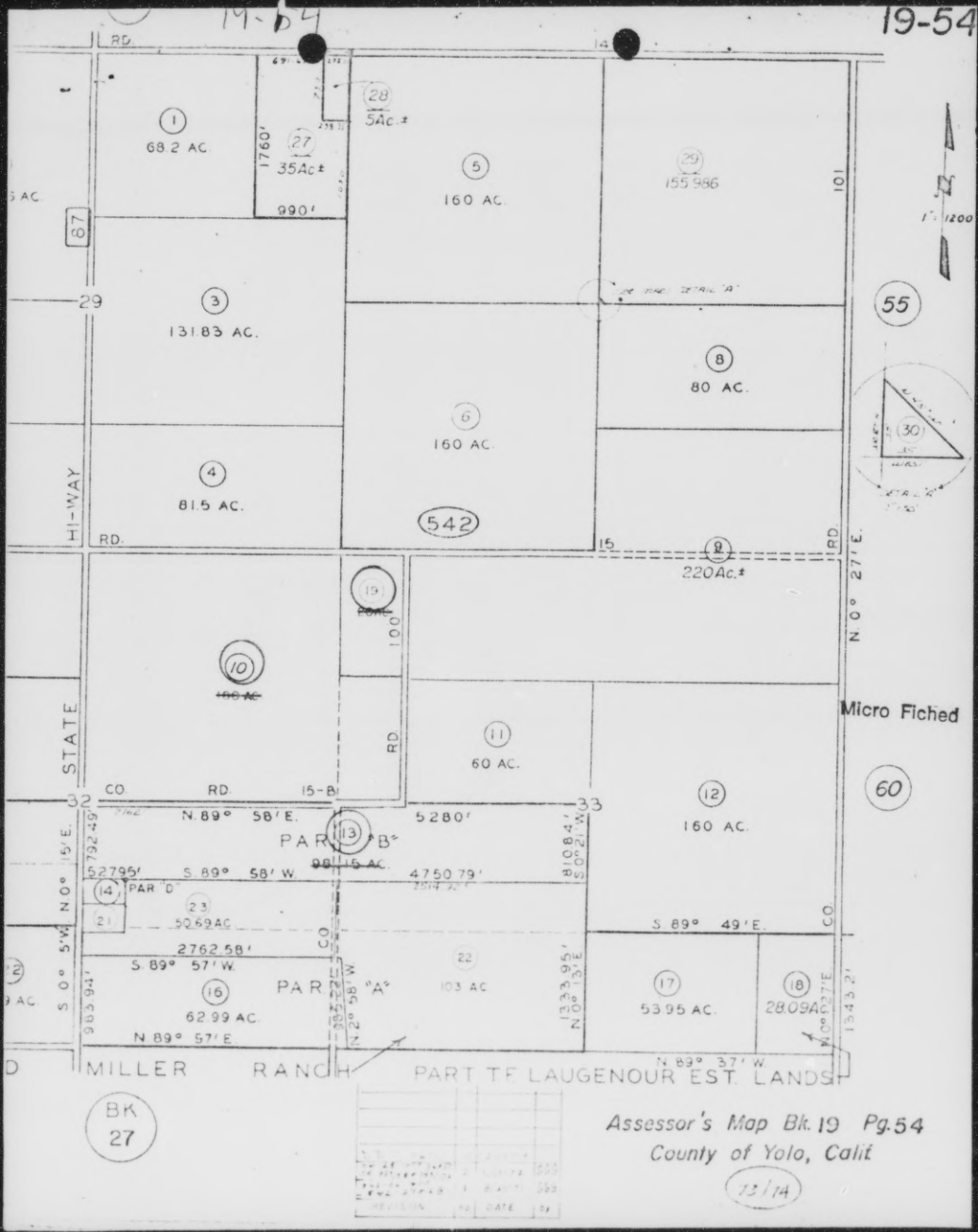
Micro Fiched

PARCEL NO. 1:
Commencing at the center of Section 32, Township 11 North, Range 2 East, M.D.B.&M., as set out on the "Map of Fred Miller Ranch" on file in the office of the Recorder of Yolo County in Maps and Surveys No. 4, at page 23, said point of beginning being also the Northwest corner of Parcel "B" of the above mentioned survey, and extending thence North 89° 58' East along the quarter section line as occupied through the centers of Sections 32 and 33, same township and range, and along the North line of said Parcel "B" a distance of 5280 feet to the center of an 8" x 8" fence post marking the center of said Section 33 and the Northeast corner of said Parcel "B"; thence South 0° 21' West down and along the quarter section line through the center of said Section 33 and along the East line of said Parcel "B" of said Survey a distance of 810.84 feet to a point; thence South 89° 58' West along a line parallel with the first mentioned course a distance of 4750.79 feet; thence North 88° 12' West 527.95 feet to a point on the quarter section line through said Section 32; thence North 0° 15' East along said quarter section line and along the West line of Parcel "B" and "D" 792.49 feet to the point of beginning.

PARCEL NO. 2:
The Northeast 1/4 of Section 32 and the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 11 North, Range 2 East, M.D.B.&M.
EXCEPTING THEREFROM the North 30 feet of the Northeast 1/4 of Section 32.

PARCEL NO. 3:
The West one-half of the Northwest Quarter of the Northwest Quarter of Section 33, Township 11 North, Range 2 East, M.D.B.&M., EXCEPTING THEREFROM the interest in the North 30 feet conveyed to the County of Yolo for highway purposes by deed recorded January 19, 1939 in Book 119 Official Records, page 439.

AND FURTHER EXCEPTING FROM PARCELS ONE AND TWO, all oil, gas and minerals as reserved by Bank of America National Trust and Savings Association, a national banking association, in deed to Elmer A. Engelson and Marion A. Engelson, recorded December 31, 1942 in Book 177 Official Records, page 124.


M-54
19-54
RD.
14
1
68.2 AC.
28
5Ac.±
27
35Ac.±
1760'
990'
5
160 AC.
29
155.986
101
87
29
3
131.83 AC.
8
80 AC.
6
160 AC.
4
81.5 AC.
HI-WAY
RD.
542
15
9
220Ac.±
55
30
N 0° 27' E.
19
POND
100'
10
100 AC.
STATE
CO. RD. 15-B
RD.
11
60 AC.
Micro Fiched
60
32
33
N. 89° 58' E. 5280'
PAR "B"
90.15 AC.
732.49'
N 0° 5' W.
5279.5'
S. 89° 58' W. 4750.79'
810.64'
S 0° 2' W.
12
160 AC.
14
PAR "D"
23
50.69 AC.
21
S. 89° 49' E.
CO.
2762.58'
S. 89° 57' W.
CO.
22
103 AC.
S 0° 5' W.
985.94'
16
62.99 AC.
PAR "A"
N 2° 58' W.
1333.95'
N 0° 15' E.
17
53.95 AC.
18
28.09AC
N 0° 27' E.
1343.2'
N. 89° 57' E.
N. 89° 37' W.
MILLER RANCH
PART TF LAUGENOUR EST. LANDS
BK 27
Assessor's Map Bk. 19 Pg. 54
County of Yolo, Calif
73/74

FILED
FEB 28 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-225

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between Alvin A. Logan, Jr.; Henry Booker Logan; Estella Earl; Addie May Molson; Nellie E. Lewis; Aaron C. Logan; Roderick A. Logan; Carver D. Logan; Grace L. Logan
1380 - 42nd Avenue, Sacramento, California 95822
(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 41 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiche

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Alvira Logan Jr
Addie May (Molson Molsen
Estelle Earl
Henry Bodle Rogers

Aaron C. Logan
Dellie E. Lewis
Roderick A. Logan
Carne D. Logan
Grace L. Logan
(Grace L. Pattison)

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 19 24, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By [illegible]

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

INDIVIDUAL ACKNOWLEDGMENT

Micro Fiched

State of California } SS.
County of LOS ANGELES }

On this 8TH day of JULY 19 74, before me,

IRA L. MANGIERE, a Notary Public in and for said LOS ANGELES County,

(SEAL)

personally appeared RODERICK A. LOGAN - - - - - - - - - - - - - - - - -

known to me to be the person whose name IS subscribed to the within instrument, and acknowledged that - he - executed the same.

OFFICIAL SEAL
IRA L. MANGIERE
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Apr. 17, 1977

WITNESS my hand and official seal.

Ira L. Mangiere

Notary Public in and for said LOS ANGELES County and State

My commission expires APRIL 17 1977

P-159 6-40 (REVISED)

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.

On July 9, 1974 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Carver D. Logan

, known to me
to be the person whose name is subscribed to the
within instrument and acknowledged that he executed the
same.

Edita C. Antonio

Edita C. Antonio

Name (Typed or Printed)
Notary Public in and for said County and State

Staple

Staple

Mac 166 (GS) Ack Individual (Rev. 9-68)

Micro Filmed

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
EDITA C. ANTONIO
NOTARY PUBLIC - CALIFORNIA
Principal Office: San Diego Co. Calif.
My Commission Exp. Jan. 16, 1978

State of California
County of Alameda } ss

— ACKNOWLEDGMENT—General —

On this 1st day of July A. D. 1974 before me, Virgie Lee Smith a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Aaron C. Logan, and Nellie E. Lewis

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Virgie Lee Smith
Notary Public in and for said County and State of California

My Commission Expires

OFFICIAL SEAL
VIRGIE LEE SMITH
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Mar 27, 1978

Micro Fiched

Form 1A — Sam Hopkins Legal Forms Printing Service, 2328 Fruitvale Ave., Oakland, Calif.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
On July 10, 1974 before me, the undersigned, a Notory Public in and for the said County and State, personally appeared Grace L. Logan (AKA Grace L. Patterson), known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Patrick D. Campbell
Notary Public in and for said County and State

OFFICIAL SEAL
PATRICK D. CAMPBELL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Aug. 29, 1975

Micro Fiched

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Yolo } S.S.

Micro Fiched

On this 12 day of July, 1974, before me, Grace R. Evans a Notary Public in and for said Yolo County,

(SEAL)

personally appeared Aaron C. Logan Jr - Addie May Mclaren and Caitlin Evans

known to me to be the person S whose name S subscribed to the within instrument, and acknowledged that ✓ he ✓ executed the same.

WITNESS my hand and official seal.

Grace R. Evans

Notary Public in and for said Yolo County and State

My commission expires 19

STATE OF CALIFORNIA,
County of Sacramento } ss.

Micro Fiched

On this 27th day of June in the year one thousand nine hundred and 74 before me, Mara L. Centers a Notary Public, State of California, duly commissioned and sworn, personally appeared Henry Booker Logan

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

MARA L. CENTERS
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires August 7, 1974

Mara L. Centers
Notary Public, State of California.

My Commission Expires 8-7-74

Cowdery's Form No. 36—(Acknowledgment—General)
(C. C. Sec. 1189) (Printed 1/15/70) 0471-0473

TO 1551 (10-63)
CLTA GUARANTEE
FORM NO. 15 (9-12-68)

TI

RO 13808-003

Record Owner Guarantee

Title Insurance and Trust Company

Liability $100.00

a California corporation, herein called the Company, guarantees

Fee $ 25.00

Alvin A. Logan, Jr.

Your Ref. 18-130-13
18-410-05
18-410-11

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: a decree of distribution
Doc. recorded 1-11-51 Doc. No. 255 in Book 337 Page 224 D. T. S. $ N/A
In favor of Alvin A. Logan, Jr., Henry Booker Logan, Aaron C. Logan, Roderick A. Logan, Carber D. Logan, Grace L. Logan, Addie May Molsen, Nellie E. Lewis and Estella Earl

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: All that real property situate in the County of Yolo, State of California, described as follows:

Parcel 1: Southwest 1/4 of Southeast 1/4, Section 35, Township 12, Range 3 West.

Parcel 2: Northeast 1/4 of Southwest 1/4 and Northwest 1/4 of Southeast 1/4 and Southeast 1/4 of Northwest 1/4 and Southwest 1/4 of Northeast 1/4 Section 2, Township 11, Range 3 West.

(continued on page 2)

Dated: May 3, 1974 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

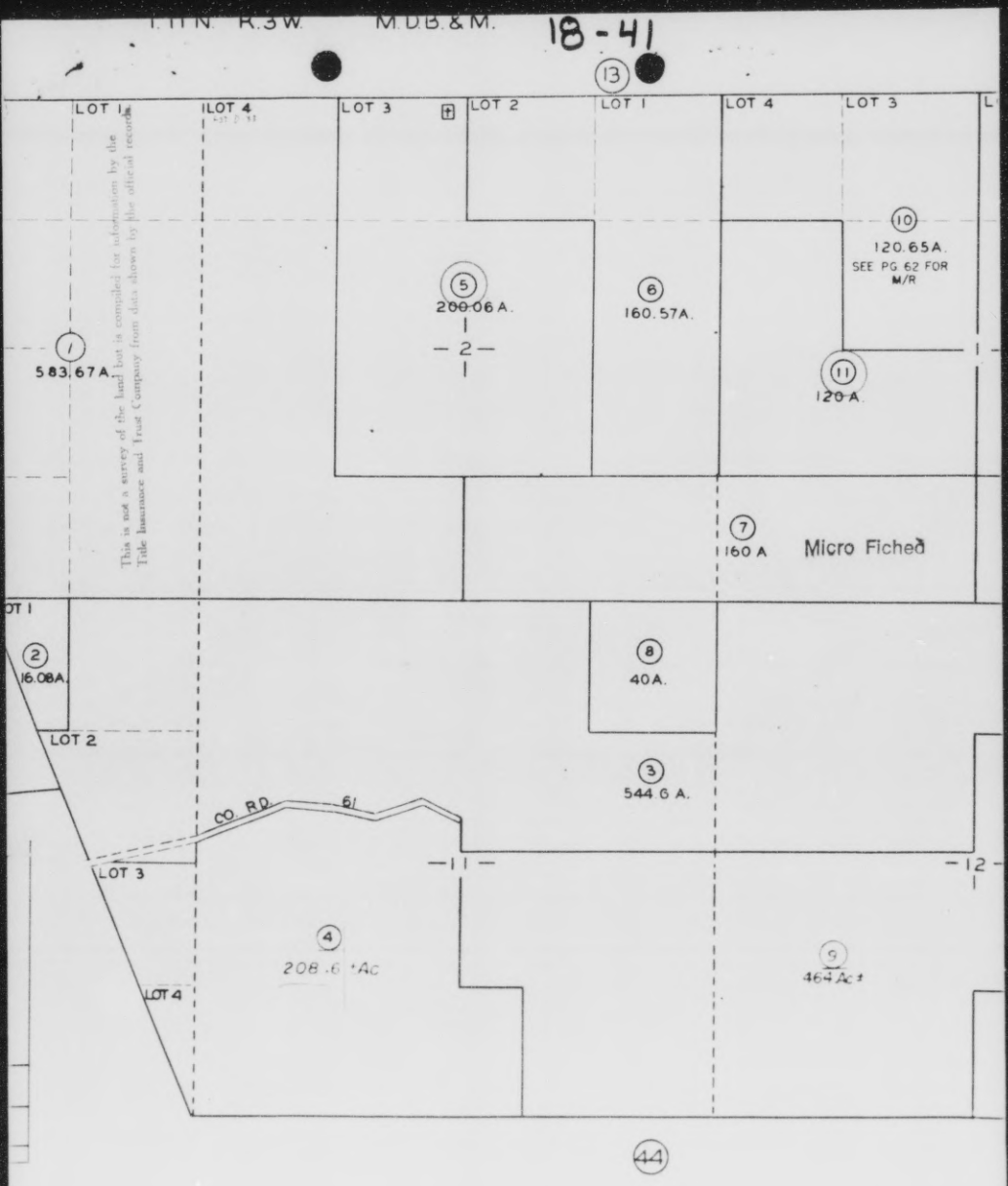
Addition to Preserve #41

Attest: [signature]
SECRETARY

Parcel 3: Northeast 1/4 of Northwest 1/4 Section 2 Township 11, Range 3 West.

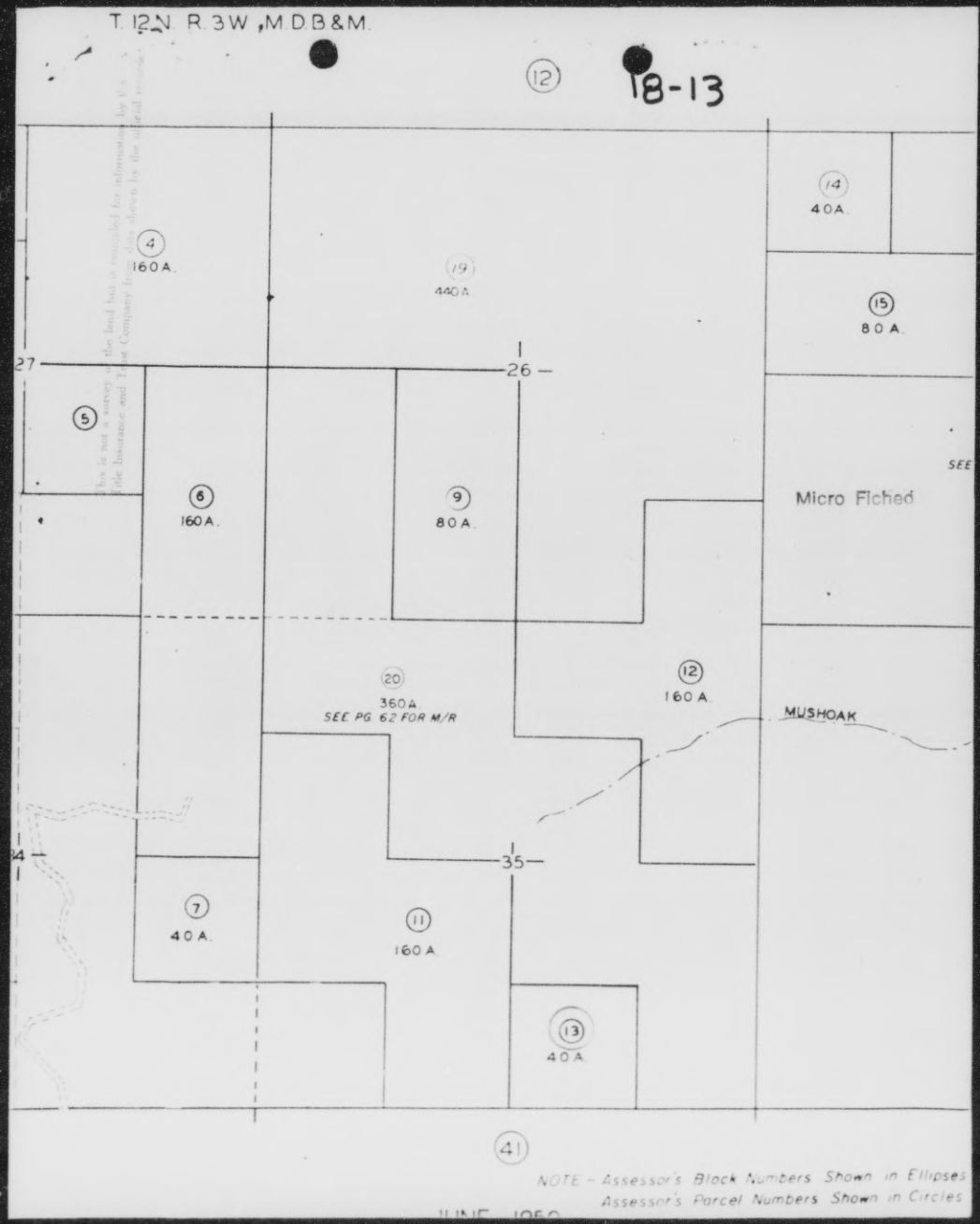
Parcel 4: North 1/2 of Southwest 1/4 and Southwest 1/4 of Northwest 1/4 Section 1, Township 11, Range 3, West.

Micro Fiched



NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUNE 1950


T. 12 N. R. 3 W., M.D.B.&M.
18-13
12
14
40 A.
4
160 A.
19
440 A.
15
80 A.
27
26
5
6
160 A.
9
80 A.
SEE
Micro Fiched
20
360 A.
SEE PG. 62 FOR M/R
12
160 A.
MUSHOAK
35
7
40 A.
11
160 A.
13
40 A.
41
NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
JUNE 1960

FILED
2:19/5
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-276

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of December, 19 74, by and between Jasper J. Stallone & Josephine E. Stallone 1160 Arlington Berkeley, Calif (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No. 41 by the County by Resolution No. 74-162, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Jasper J. Stallone

Josephine E. Stallone

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA
COUNTY OF PLACER } SS

ON JUNE 26, 1974 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JASPER J. SMEONE AND JOSEPHINE E. SMEONE

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

OFFICIAL SEAL
CASEY C. SHEEHAN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
PLACER COUNTY
My Commission Expires June 30, 1975

Notary's Signature Casey C. Sheehan

GENERAL ACKNOWLEDGMENT
Form No. 14

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
(2-1-68)

LOT BOOK

FEE FOR GUARANTEE $ 45.00 LIABILITY $ 100.00 ORDER No. 37970

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES
JASPER J. STALLONE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 24, 1974 at 7:00 o'clock A.M.

LJM/cm

TRANSAMERICA TITLE INSURANCE COMPANY

by Larry J. Moss
Assistant Secretary for the Company

Addition to Preserve #41

Form No. 354

SCHEDULE A

LOT BOOK GUARANTEE ORDER NO. 37970

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

SEE ATTACHED EXHIBIT "A"

A. The last recorded instrument purporting to transfer title to said real property is:

SEE ATTACHED EXHIBIT "A"

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

Micro Fiched

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

NONE

EXHIBIT "A"

DESCRIPTION:

PARCEL 1--Assessor's Parcel No. 18-100-22 Code Area 63-034

The East half of the Northeast Quarter of Section 9, Township 12 North, Range 3 West, M.D.B.&M.

Reserving therefrom all mineral rights, together with the right of entry.

PARCEL 2--Assessor's Parcel No. 18-100-17 Code Area 63-034

The West one half of the Northeast Quarter of Section 9, Township 12 North, Range 3 West, M.D.B.&M.

PARCEL 3--Assessor's Parcel No. 18-100-16 Code Area 63-034

The Southwest one-quarter of the Southeast one-quarter of Section 4, Township 12 North, Range 3 West, M.D.B.&M.

VESTING:

AS TO PARCEL 1:

Corporation Grant Deed dated November 4, 1970 from Rumsey Hills Hunting Club, LTD., a corporation to Jasper J. Stallone and Josephine E. Stallone, his wife, recorded November 12, 1970 in Book 957 of Official Records, at page 433.

Micro Fiched

AS TO PARCEL 2:

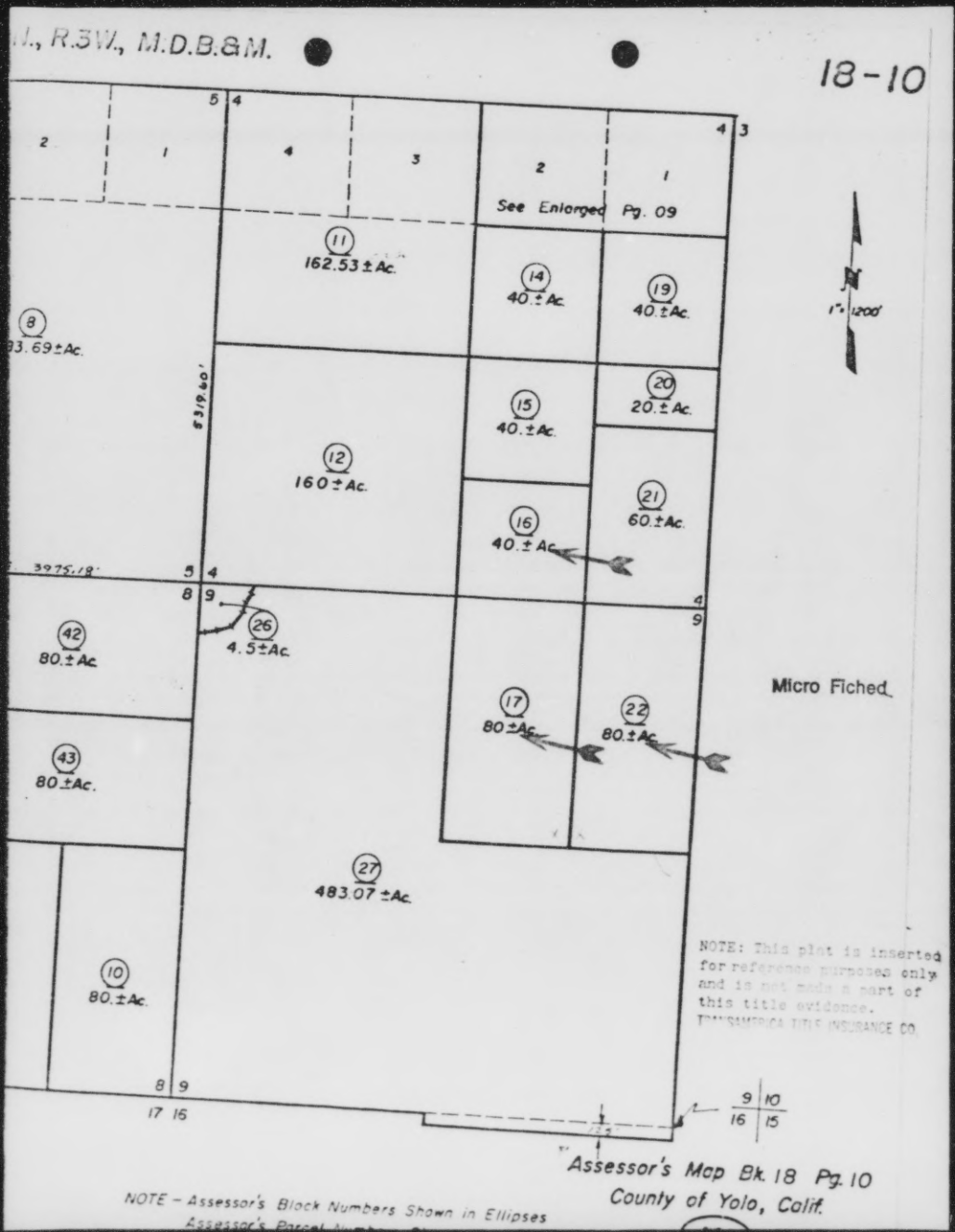
Deed dated January, 1964 from Wells Fargo Bank, Executor of the Estate of Maria Byers also known as Maria M. Byers, also known as Mrs. A.E. Byers, deceased, to J.J. Stallone, M.D., recorded February 28, 1964 in Book 748 of Official Records at page 524.

AS TO PARCEL 3:

Deed dated March 28, 1974 from John L. Dahler, Tax Collector of the County of Yolo to J.J. Stallone M.D., recorded April 5, 1974 in Book 1099 of Official Records at page 466.

NOTE: At the date of this report the undersigned company assumes no liability whatsoever in reference to the vesting of title by the above mentioned deed.

-xxxx-


..., R.3W., M.D.B.&M.
18-10
See Enlarged Pg. 09
1" = 1200'
11
162.53 ± Ac.
14
40. ± Ac.
19
40. ± Ac.
8
83.69 ± Ac.
15
40. ± Ac.
20
20. ± Ac.
12
160 ± Ac.
16
40. ± Ac.
21
60. ± Ac.
42
80. ± Ac.
26
4.5 ± Ac.
17
80. ± Ac.
22
80. ± Ac.
43
80. ± Ac.
27
483.07 ± Ac.
10
80. ± Ac.
Micro Fiched
NOTE: This plat is inserted for reference purposes only and is not made a part of this title evidence.
TRANSAMERICA TITLE INSURANCE CO.
Assessor's Map Bk. 18 Pg. 10
County of Yolo, Calif.
NOTE - Assessor's Block Numbers Shown in Ellipses

BK.

RECEIVED
JAN 17 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
JAN 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 74-277
(Amendatory Agreement)

THIS AMENDATORY AGREEMENT made this 9th day of December, 1974, by and between the YOLO COUNTY BOARD OF SUPERVISORS as the Community Action Agency for Yolo County, hereinafter referred to as GOVERNING OFFICIALS, and the ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as COMMISSION,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. GOVERNING OFFICIALS and COMMISSION entered into Agreement No. 69-16, an agreement providing for the administration of War on Poverty Programs in Yolo County, California.
2. Said agreement provided in its fiscal provisions that the cost of the periodic audits provided therein be borne by the COMMISSION.
3. The auditing practices of COMMISSION have been modified so that the audit performed by the Yolo County Auditor is now primarily for the benefit of GOVERNING OFFICIALS.
4. The parties hereto desire to modify said Agreement No. 69-16 to make the cost of said audit a charge against GOVERNING OFFICIALS rather than COMMISSION, and it is further desired by the GOVERNING OFFICIALS to make a further in-kind contribution to the War on Poverty in Yolo County consisting of the charges and audits performed for the years 1971-72, 1972-73, and 1973-74.

AGREEMENTS:

1. Paragraph D of Item V, Fiscal, of said Agreement No. 69-16 is hereby amended to read as follows:

//////

D. The Yolo County Auditor shall audit the books and fiscal records of the Economic Opportunity Commission of Yolo County, Inc. once every six months or more frequently it deemed appropriate and submit an audit report to GOVERNING OFFICIALS. The expense of such audits shall be borne by the GOVERNING OFFICIALS, and such expense shall constitute a further in-kind contribution to the War on Poverty in Yolo County.

Micro Fiched

2. The audit charges under said Agreement No. 69-16 for the years 1971-72, 1972-73, and 1973-74 are hereby granted as a further in-kind contribution to the War on Poverty in Yolo County.

3. In all other respects, the terms and conditions of said Agreement No. 69-16 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

YOLO COUNTY BOARD OF SUPERVISORS

BY Wm E. Duncan
CHAIRMAN

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY Frank W. Francis
PRESIDENT

BY Andy Smith
SECRETARY

(SEAL)

FILED
JAN 29 1975
LAURENCE P. HORGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 74- 278

(Agreement for Landscape Maintenance Service to the Davis Branch Library)

THIS AGREEMENT made and entered into this 16th day of December 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and WILLIAM CRAW, hereinafter called CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY has heretofore entered into Yolo County Agreements Nos. 72-235, 73-137, 73-278 and 74-159 for landscape maintenance services for the Davis Branch Library; and

WHEREAS, by written resignation DEAN R. THORSON terminated his services as of August 31, 1974; and

WHEREAS, CONTRACTOR desires to assume the obligations of said Yolo County Agreement No. 73-278;

NOW, THEREFORE, the parties hereto for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. CONTRACTOR agrees:

   A. To provide lawn care maintenance for the Davis Branch Library grounds which includes weekly mowing, edging, weed control and fertilizing as required.

   B. To provide yard care service for the Davis Branch Library grounds, which service will include weed control, shrubbery trimming and pruning, rotation of flower bed (planting) three or four times each year at the direction of the County Librarian, and fertilizing as necessary.

   C. To provide all equipment necessary for said job.

   D. To perform such other lawn and yard care services as may be necessary.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of ONE HUNDRED SEVENTY-FIVE ($175) DOLLARS per month, during the term of this agreement.

B. To provide such things as flowers, shrubs, fertilizers, herbicides and fungicides as required.

3. The parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

Micro Fiched

4. The term of this agreement shall commence on September 1, 1974 and shall terminate on June 30th, 1975. Either party may terminate this agreement by giving written notice of the intention to terminate at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

William Craw
WILLIAM CRAW

RECEIVED
DEC 30 1974
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
DEC 30 1974
LAURENCE P. HENIGAN, Clerk
By PAULA C. CORRAL Deputy

AGREEMENT NO. 74-279

Amendatory Agreement

THIS AMENDATORY AGREEMENT made and entered into this 23 day of December, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the OFFICE OF THE COUNTY SUPERINTENDENT OF SCHOOLS of the County of Yolo, State of California, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. PROGRAM AGENT and SUBGRANTEE entered into Yolo County Agreement No. 74-231 dated November 4th, 1974 for participation in a program under Title II of the Comprehensive Employment and Training Act of 1973.
2. The parties hereto desire to amend said Agreement No. 74-231 by the deletion of Paragraph 21 thereof.

AGREEMENTS:

1. Paragraph 21, Supplemental Subgrant, of Yolo County Agreement No. 74-231 is hereby deleted.
2. In all other respects, the terms and conditions of said Yolo County Agreement No. 74-231 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement as of the day and year hereinabove set forth.

PROGRAM AGENT:

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PAULA C. CORRAL
DEPUTY

Micro Fiched

SUBGRANTEE:

Jack J. Potter
JACK J. POTTER
COUNTY SUPERINTENDENT OF SCHOOLS

FILED
DEC 16 1974
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 74-280

(Agreement of Donation of Property to County of Yolo for Park and Recreation Purposes)

THIS AGREEMENT made and entered into this 16th day of December, 1974, by and between ROBERT M. WILSON, JESS C. WILSON, JR., and W. HARNEY WILSON, hereinafter designated GRANTORS, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated GRANTEE,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. GRANTORS are the owners in fee simple of the real property described in Exhibit "A", attached hereto and incorporated herein.
2. It is the intention of GRANTORS to make a donation to GRANTEE as is more particularly set forth hereinbelow.

AGREEMENTS:

1. GRANTORS shall execute and deliver to GRANTEE a grant deed of the real property described in Exhibit "A" through an escrow to be established.
2. In acquisition of said real property, GRANTEE shall pay to GRANTORS the sum of ONE THOUSAND FOUR HUNDRED FORTY-NINE and 44/100 ($1,449.44) DOLLARS by deposit of said sum into said escrow. The parties thereupon shall execute escrow instructions directing the escrow holder to pay all delinquent County property taxes which constitute a lien upon said property, as of date of acceptance of the grant deed to same.
3. The parties hereto agree that the value of said real property exceeds said sum, and that the difference between the value and said sum is the donation to the County above referred to.
4. GRANTEE acquires said property subject to the legal effect, if any there be, of all liens, covenants and restrictions of

record, the validity of which neither party hereto acknowledges.

5. GRANTEES will select a suitable name or designation for the donated parcel in accordance with the wishes of GRANTORS.

6. Upon execution of this agreement, the parties hereto shall enter into said escrow agreement and execute all necessary instructions to carry out the covenants of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

Micro Fiched

GRANTORS -

Robert M. Wilson
ROBERT M. WILSON

Jess C. Wilson, Jr.
JESS C. WILSON, JR.

W. Harney Wilson
W. HARNEY WILSON

GRANTEE -

THE COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Hanson
CHAIRMAN OF THE BOARD OF SUPERVISORS

DESCRIPTION

All that certain real property situate and lying in the County of Yolo, State of California, described as follows:

Parcel 1: All that portion of that certain real property situate lying and being in the County of Yolo, State of California, being a portion of Block 41 of the "Town of Washington" as said block is designated and delineated on that certain map of the said "Town of Washington" filed for record in the office of the Recorder of the said County of Yolo on June 26, 1869, in book 1 of Deeds at page 264; and more particularly described as follows:

Micro Fiched

Beginning at a point, said point being the most Southerly corner common to Lots 4 and 5 of said Block 41 and being on the Easterly edge of the crown of the Easterly levee of Reclamation District No. 311; thence Northwesterly along said Easterly edge of the levee crown to point on the boundary common to Lots 6 and 7 of said blocks which is 17.91 feet Northerly, measured along said common boundary, from the most Southerly corner common to said Lots 6 and 7; thence Northerly along the boundary common to Lots 6, 7, 13 and 16 of said Block to the Northeasterly corner of said Lot 13; thence Westerly along the boundary common to Lots 13 and 14 of said block to the most Westerly corner common to said Lots 13 and 14; thence Northerly along the most Westerly boundary of Lots 14, 15 and 30 of said Block to the Northwesterly corner of said Lot 30 and of said Block 41; thence Easterly along the Northerly boundary of said block and the Easterly production thereof 407 feet, more or less, to a point on the Westerly low water line of the Sacramento River; thence Southerly and downstream along said low water line and following the meanders thereof to a point on the Easterly production of the Southerly boundary of said Block 41; thence Westerly along the Southerly boundary of said Block and the Easterly production thereof 394.67 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of Second Street lying between the North boundary of William Street and the South boundary of James Street.

ALSO EXCEPTING THEREFROM any portion thereof lying below the ordinary high water mark of the Sacramento River.

Parcel 2: Lots 7, 8, 9, 10, 11, 12 and 13 in Block 41 in the Town of Washington, Yolo County, California.

Parcel 3: Beginning at the Southeast corner of Block 40 in the Town of Washington, Yolo County, California, running thence Westerly along the North line of William Street 78 feet; thence Northerly at right angles to the first alley; thence Easterly along the South line of said alley to Third Street; thence Southerly along the Westerly line of Third Street to the place of beginning.

RE/nc

Exhibit "A"

FILED

DEC 23 1974

LAURENCE P. HENIGAN, Clerk

By Paula C. Conrad Deputy

CERTIFICATE CONSENTING TO CONVEYANCE AND RECORDATION OF CONVEYANCE OF REAL PROPERTY

Micro Fiched

THIS IS TO CERTIFY that the interest in real property conveyed by the deed dated December 13, 1974, from ROBERT M. WILSON, JESS C. WILSON, JR., and W. HARNEY WILSON to the COUNTY OF YOLO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors by Resolution No. 74-164 adopted on December 16, 1974, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 23rd, 1974.

W. E. Hinman

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Conrad
DEPUTY

(SEAL)

Book

United States Department of Agriculture
Forest Service

TERM SPECIAL USE PERMIT

Act of March 4, 1915, as amended July 28, 1956, or Act of March 6, 1924
(Rel. FSM 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
120	---	---
d. District (7-8)	e. Use number (9-12)	f. Kind of use (13-15)
---	---	---
g. State (16-17)	h. County (18-20)	i. Card no. (21)
---	---	1

Permission is hereby granted to Solano, Colusa, and Yolo Counties, California,

~~of Office of County Counsel of Solano County, County Courthouse, Fairfield,~~ hereinafter called the permittee, to use subject to the conditions set out below, the following described Ca. lands or improvements for the period of 20 years from the date thereof:

Approximately 75 acres located in SE 1/4 and E 1/2 SW 1/4 of Section 5, T. 17N., R. 7W., M.D.M. (See attached map which is made a part of this permit.)

/ YOLO COUNTY
/ AGREEMENT NO. 74-281 /

1

Micro Fiched

This permit covers 75 acres and is issued for the purpose of:
Maintaining and operating an organization camp for wards of the Juvenile Courts.

1. ~~Nonexclusive~~ occupancy and use under this permit shall begin ~~on~~ immediately~~on the date hereof~~ This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of Twenty-five Dollars ($ 25.00) for the period from January 1 1975, to January 1 , 1976, and thereafter annually on January 1 , Twenty-five Dollars ($ 25.00): *Provided, however,* That the charges for this use shall be readjusted as of, and effective on, the beginning of each 5-year period from the due date of the first annual payment in order to place the charges on a basis commensurate with the value of use authorized by this permit.

THIS AGREEMENT, OR I SHOULD SAY, COPY OF AGREEMENT WHICH WAS APPROVED BY THE BOARD AND SENT OUT TO VARIOUS COUNTIES FOR SIGNING, CAME BACK WITHOUT ALL SIGNATURES ON IT. WE HAVE TRIED FOR SEVERAL MONTHS TO GET THIS SIGNED, AND HAVE GOTTEN THIS COPY, SO YOU WILL FIND IT IS NOT SIGNED BY ALL CONCERNED AND IF WE SEND IT BACK, WE WILL PROBABLY NEVER GET IT BACK, SIGNED OR OTHERWISE. IT HAPPENED IN DECEMBER, 1974, AND THAT IT IS HOW LONG WE HAVE WAITED FOR IT TO BE RETURNED TO OUR OFFICE.

(CONTINUED ON REVERSE)

2700-5 (10/68)

RECEIVED
OCT 22 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
OCT 22 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

4. Development plan; layout plan; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for the area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to other than the permittee at no charge to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises in safe, sanitary, and sightly condition as determined by the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or activities covered by this permit.

~~8. The permittee has examined and knows the condition of the premises and accepts them as is. No guaranty is made by the permittor as to the adequacy of the water supply for the purposes of this permit. The permittee shall not make any claim against the United States on account of any deficiency in the water supply or the failure of any water right to be adequate for the purposes of this permit.~~ Will Be Included

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise here from unless it is made with a corporation for its general benefit.

12. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to succeed in otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for a longer period as the circumstances justify.

14. The permittee will be responsible for the use of land and improvements covered under this permit and the operation of concessions and facilities authorized, Provided the explicit written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such privileges may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: *Provided*, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20 - 211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; *Provided further*, That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The permittee agrees that the amount which the United States shall be required to pay for improvements in accordance with Clause 16 shall in no event exceed $ _____, and that this instrument may be introduced in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the permittee and the United States with regard to the maximum amount which the United States shall be required to pay for the taking thereof.

18. In case of change of address the permittee shall immediately notify the forest supervisor.

19. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

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GPO 885-247

20. A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or $15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday. (A-13)

Micro Fiched

21. During the performance of this permit, the permittee agrees:

a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.

c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.

d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by Forest Service. (B-2)

22. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit. (B-8)

23. The permittee shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, and shall guard the purity of streams and living waters. (B-20)

24. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenons in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, log, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards. (B-31)

25. All electrical wiring will be installed and maintained in strict compliance with the safety rules dealing with electrical supply and communication lines which are set forth in the National Electric Safety Code and also with all applicable local codes. Upon the completion of the installation covered by this permit, the permittee shall deliver a written certification to the Forest Service that all of said safety requirements for wiring have been met. (C-17)

26. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies. (D-2)

27. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements. (D-3)

Micro Fiched

28. The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit. (D-7)

29. All butane, propane, or other liquified-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State. (D-14)

30. The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. (D-15)

31. This permit is issued for the period ending December 31, 1994 with the provision that it will be extended for a period of ten (10) years from that date if the permittee is not notified to the contrary prior to December 31, 1984.

32. Any permit for the site covered by this permit issued to any subsequent owner of the improvements thereon will cover the same period as this permit, unless otherwise mutually agreed upon. (E-1)

33. All chimneys must be built from the ground up and all flues, from ceiling through roof, must be of black or galvanized stovepipe with riveted joints encased in terra-cotta pipe with permanently sealed joints through a roofjack; or of stone or brick lined with terra-cotta flue lining. Chimneys must extend at least one foot above the roof ridge. (F-2)

34. Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wooden surfaces beneath or within one (1) foot of stoves or stovepipes shall be protected with asbestos board or other suitable insulation. (F-3)

35. Open fireplaces shall be equipped with spark screens. (F-4)

36. The roof shall be kept reasonably clear of leaves, twigs, and other debris. (F-5)

37. All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association. (F-6)

38. The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor. (F-7)

39. The permittee shall construct and maintain such firebreaks as required by the Forest Service. (F-12)

Micro Fiched

40. The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonable within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit. (F-24)

41. No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon. (F-25)

42. No fences shall be erected upon the premises, except by written permission of the Forest Supervisor. (H-1)

43. Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the Forest Service in the form of a new permit or permit amendment. Additional structures requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mailboxes, newspaper boxes, boathouses, docks, pipelines and television antenna. (X-3)

44. This permit is for the occupancy of land for the purposes stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual. (X-14)

45. This permit supersedes a special-use designated: 2720, Special Use Permits 10-14-60. Counties of Solano, Colusa, and Yolo (Fouts Springs). (X-18)

46. The sale of liquors or other intoxicating beverages is expressly prohibited on the area covered by this permit. (X-25_

47. The permittee shall restrict all parking to areas approved by the Forest Service. (X-28)

48. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards. (X-2j)

Micro Fiched

Accepted: _____, 1974. APPROVED_____, 1974.

Chairman, Board of Supervisors, County of Solano, State of California.

Chairman, Board of Supervisors, County of Colusa, State of California.

Chairman, Board of Supervisors, County of Yolo, State of California.

Issuing Officer

Title_____

KAISER FOUNDATION HEALTH PLAN, INC.

YOLO COUNTY AGREEMENT NO. 74-282

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT AMENDMENT

Group No. 1030

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

See Additional Provisions.

The periodic payments are changed to those shown below.

Micro Fiched

FILED
DEC 2 6 1974
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Coverage: Subscribers are covered under "B" Coverage Benefit Schedule.
Family Dependents are covered under "B" Coverage Benefit Schedule.

Periodic Payments: This table shows periodic payments required under this Agreement.

	-1-	MEMBER ENTITLED TO MEDICARE BENEFITS		
		-2-	-3-	-4-
	Member under age 65 entitled to KAISER FOUNDATION HEALTH PLAN benefits (Non-Medicare)	Member who is (i) age 65 or older and has assigned benefits under Part B of Medicare to Health Plan but is not entitled to benefits under Part A; or (ii) under age 65 and is entitled to benefits under one Part only of Medicare	Member age 65 or older who (i) is not entitled to Part B of Medicare; or (ii) has not assigned Part B benefits to Health Plan	Member who is entitled to benefits under both Parts A and B of Medicare and has assigned Part B benefits to Health Plan
Subscriber	$ 20.86	$ 20.86	$ 20.86	$ 10.20
First Dependent	$ 20.86	$ 20.86	$ 20.86	$ 10.20
Additional Dependents	$ 18.18	$ 18.18	N/A	$ 10.20
Dependent child age 19 to 24 in family of four or more Members, $ 10.44 per child in addition to full family rate. (Section 2-A (2) (b) (i) as amended.)				

Executed at Oakland, California to take effect as of February 1, 1975

Date accepted December 16, 19 74

Date November 29, 1974

Yolo County
Auditor's Office
Woodland, California 95695

By W. E. Duncan

By CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF STATE OF CALIFORNIA

KAISER FOUNDATION HEALTH PLAN, INC.
A California nonprofit corporation

By Frank Gross
Authorized Representative, Northern California

202 BB P/R dep9+

08311 (1-75) +

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

Micro Fiched

ADDITIONAL PROVISIONS

The following additional provisions amend the Group Medical and Hospital Service Agreement:

1. The first paragraph of Section 2-A-(2) of the Service Agreement is amended to read as follows:

(2) **Family Dependents.** To be eligible to enroll as a Family Dependent a person must be either:

(a) the spouse of the Subscriber, or

(b) a dependent child of either the Subscriber or the spouse of the Subscriber and either:

(i) unmarried and under the age of 24; in families of four or more Members, a periodic payment in addition to the full family rate or the total of the appropriate amounts shown on the Face Sheet for Subscriber, first Dependent, and additional Dependents, will be charged for each child age 19 to 24; or

(ii) over the age of 19 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 24, and chiefly dependent upon the Subscriber or the spouse of the Subscriber for support and maintenance; proof of incapacity and dependency must be furnished annually if requested by Health Plan.

RECEIVED
OCT 23 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 74-283

FILED
OCT 23 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

This Agreement is entered into this 16th day of December, 1974, between the State of California, Department of Justice hereinafter called "Department" and the Public Defenders Office of the County of Yolo hereinafter called "County".

Pursuant to Penal Code Section 11050.5 (b), the "Department" agrees to provide to the "County" the services of "Department's" laboratory facilities and personnel and "Department's" technical experts, including but not limited to fingerprint examiners, criminalists, document examiners and intelligence specialists; for the purpose of assisting in the representation by "County" of persons in criminal proceedings.

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"County" agrees to pay "Department" upon receipt of invoices in duplicate an amount equal to the actual cost of performance hereunder at the hourly rates so specified in exhibit "A" which is hereby made a part of this agreement. Said rates having been computed in accordance with Section 8760 of the State Administration Manual.

The period of this Agreement is January 1, 1975 through December 31, 1975 and may be cancelled upon thirty (30) days notice in writing given by either party to the other.

The total amount of this Agreement shall not exceed $2,000.00.

Pursuant to State Administrative Manual, Section 1201.4, a certified copy of resolution, order, motion or ordinance of the governing body of "County" authorizing execution by the official signing this Agreement on behalf of "County" shall be attached hereto and made a part hereof.

In witness whereof, this Agreement has been executed by the parties hereto.

State of California
Department of Justice

BY Elaine V. Fuller
TITLE Accounting Administrator

DATE February 18, 1975

1315 Fifth Street, Room 500
Sacramento, California 95814

County of Yolo

BY W. E. Duncan
TITLE Chairman, Board of Supervisors

DATE December 16, 1974

Address: 725 Court Street
Courthouse
Woodland, CA 95695

10-21-74 mm

EXHIBIT A

1974-75 Fiscal Year Schedule of Rates to be charged for State of California, Department of Justice, Technical Experts:

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	Rate
Criminalists	$21.25 per hour
Document Examiners	$20.00 per hour
Latent Print Analysts	$17.00 per hour
Polygraph Examiners	$20.75 per hour
Photographers	$13.00 per hour

FILED
DEC 26 1974
LAURENCE P. HENSON, Clerk
By [illegible] Deputy

AGREEMENT NO. 74-284

(Agreement to Release and Quitclaim to County Lands Subject to Lease Agreement No. 68-43)

Micro Fiched

THIS AGREEMENT made and entered into this 16th day of December, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO SPORTSMEN'S ASSOCIATION, a non-profit corporation, hereinafter referred to as SPORTSMEN,

W I T N E S S E T H:

RECITALS

1. The parties to this agreement have heretofore entered into Agreements No. 68-43, and No.73-14, which agreements lease certain lands therein described to SPORTSMEN.
2. It is now desired by both parties to said agreements to release from the said leasehold, and quitclaim and assign certain lands subject to said leases to the LESSOR thereof, the County of Yolo.

AGREEMENTS

1. SPORTSMEN do now by this instrument release, assign, setover and quitclaim to the County of Yolo a portion of the land subject to said Agreements No. 68-43 and No. 73-14, which portion is described in Exhibit "A" attached hereto and made a part hereof by reference thereto.
2. Said Agreements No. 68-43 and No. 73-14 shall continue in effect as to the remainder of the real property described in same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the year and day hereinabove set forth.

//////

//////

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

YOLO SPORTSMEN'S ASSOCIATION,
a non-profit corporation

BY _____

BY _____

(SEAL)

EXHIBIT "A"

A parcel of Land being a portion of the North West one quarter of Section 34 Township 9 North Range 1 East, M.D.B.&M. and further being a portion of that certain parcel described in that certain Lease Agreement, Number 68-43 filed May 20, 1968 in the Office of the Clerk of Yolo County, State of California and being more fully described as follows:

Micro Fiched

Beginning at the Northeast corner of the Northwest one quarter of said Section 34; thence along the North line of said Northwest one quarter, South 89°47'25" West 1550.00 feet; thence leaving said North line, South 00°06'06" West 770.00 feet more or less to the Northerly line of the Clear Lake Water Company Irrigation Canal; thence Easterly along the meanders of said Northerly Line, to the East line of said Northwest one-quarter of said Section 34; thence North 00°06'06" East along said East Line 1080.0 feet more or less to the Point of Beginning and containing 25 Acres of Land ±.

Excepting therefrom the Westerly 60 feet of the herein above described parcel, containing 1 Acre of Land ±.

RAF - VI - 21330/321-2 - 10/30/74

YOLO COUNTY AGREEMENT NO. 74-285

FILED
MAR 13 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

APPROVED AS TO FORM BY GENERAL COUNSEL
MARCH 15, 1973

STREET OR HIGHWAY EASEMENT

MP AE 90.5-X-N

This Indenture, made this 16th day of December, 1974, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation of the State of Delaware, herein called "Railroad", and

COUNTY OF YOLO, a political subdivision of the State of California, address:

herein called "Grantee";

Micro Fiched

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway", upon and across the real property described on the attached Exhibit "A".

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within two (2) years from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 10th *day of* February *in the year One Thousand Nine Hundred and Seventy* five *before me,* GENE H. ELLINGER, *a Notary Public in and for the City and County of San Francisco, State of California, personally appeared* L. D. Blake and R. W. Humphrey *known to me to be the* First Assistant Manager, Contract Department and Assistant Secretary *of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.*

(One Market St.)

GENE H. ELLINGER
NOTARY PUBLIC CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires July 11, 1975

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Gene H. Ellinger
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires July 11, 1975

expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

11. Sections 12 to 17 inclusive on the insert hereto attached are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By L D Blake
(Title) First Assistant Manager, Contract Department

Attest R W Humphrey
Assistant Secretary

Approved as to Form
County Counsel of Yolo County

COUNTY OF YOLO

By W E Chamberlain
Board of Supervisors (Chairman)

By LAURENCE P. HENIGAN
(Clerk)

BY Barbara Rodgers Deputy

I N S E R T

County Road 97 Crossing AE-90.5, Yolo, California

12. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms, together with actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals", at said crossing.

Micro Fiched

Said signals shall be located approximately as indicated on the print of Railroad's Sacramento Division Drawing O-2578, revised May 9, 1974, attached and made a part hereof. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards.

Railroad shall alter, raise and/or relocate Railroad's overhead communication and signal wires, poles, guy wires and appurtenances as necessary to provide proper clearance for the raising and lowering of the said automatic gate arms.

Grantee agrees to reimburse Railroad for fifty (50%) percent of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals, removal of existing crossing signs and the alteration, raising and/or relocation of Railroad's overhead communication and signal wires, poles, guy wires and appurtenances. The estimated cost to Grantee is Eighteen Thousand Seven Hundred Dollars ($18,700).

13. Railroad, at its expense, will remove the existing grade crossing in the track area and prepare its tracks through the crossing area.

Railroad, at its expense, shall furnish and install paving in the existing portions of the crossing area.

Railroad, at Grantee's expense, shall furnish and install paving in the widened portions of the crossing area.

*

INSERT

14. Notwithstanding the apportionment of construction and maintenance costs to be incurred by Railroad as hereinabove set forth, should Grantee be allotted Federal funds for all or a portion thereof, Railroad shall be reimbursed in accordance with applicable laws and regulations; and Railroad's right to reimbursement shall not be limited by any other provision of this agreement.

Grantee shall reimburse or arrange for reimbursement to Railroad promptly upon receipt of bills for Grantee's share of construction expenses incurred by Railroad.

Micro Fiched

Grantee, upon being informed that an allotment of said funds has been made to Grantee for construction or installation hereinabo e contemplated, shall immediately notify Railroad of such allotment.

15. Upon completion of work for which Grantee is obligated to reimburse Railroad, Railroad shall submit to Grantee a bill for sixty percent (60%) of Grantee's share of the estimated cost to Railroad in performing such work, which bill Grantee agrees to promptly pay.

Upon completion of final audit, should Grantee's share of the actual cost and expense prove to be more or less than the amount billed to Grantee, the difference shall be promptly paid by Grantee or promptly refunded by Railroad, as the case may be.

16. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this instrument, and shall be completed within one (1) year thereafter.

17. After installation of said crossing protective signals has been completed, Railroad shall physically maintain them as long as they remain in place.

Irrespective of the source of construction funds and the resultant method of apportioning the cost of constructing crossing protective signals, the cost of maintaining said signals shall be borne and paid fifty percent (50%) by Railroad and fifty percent (50%) by Grantee; and Grantee's liability for such maintenance cost shall be limited to such funds as are set aside for allocation by the California Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code, provided that if Federal funds for maintenance become available Railroad shall be reimbursed to the extent of such availability. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

EXHIBIT "A"

County Road 97 Crossing AE-90.5

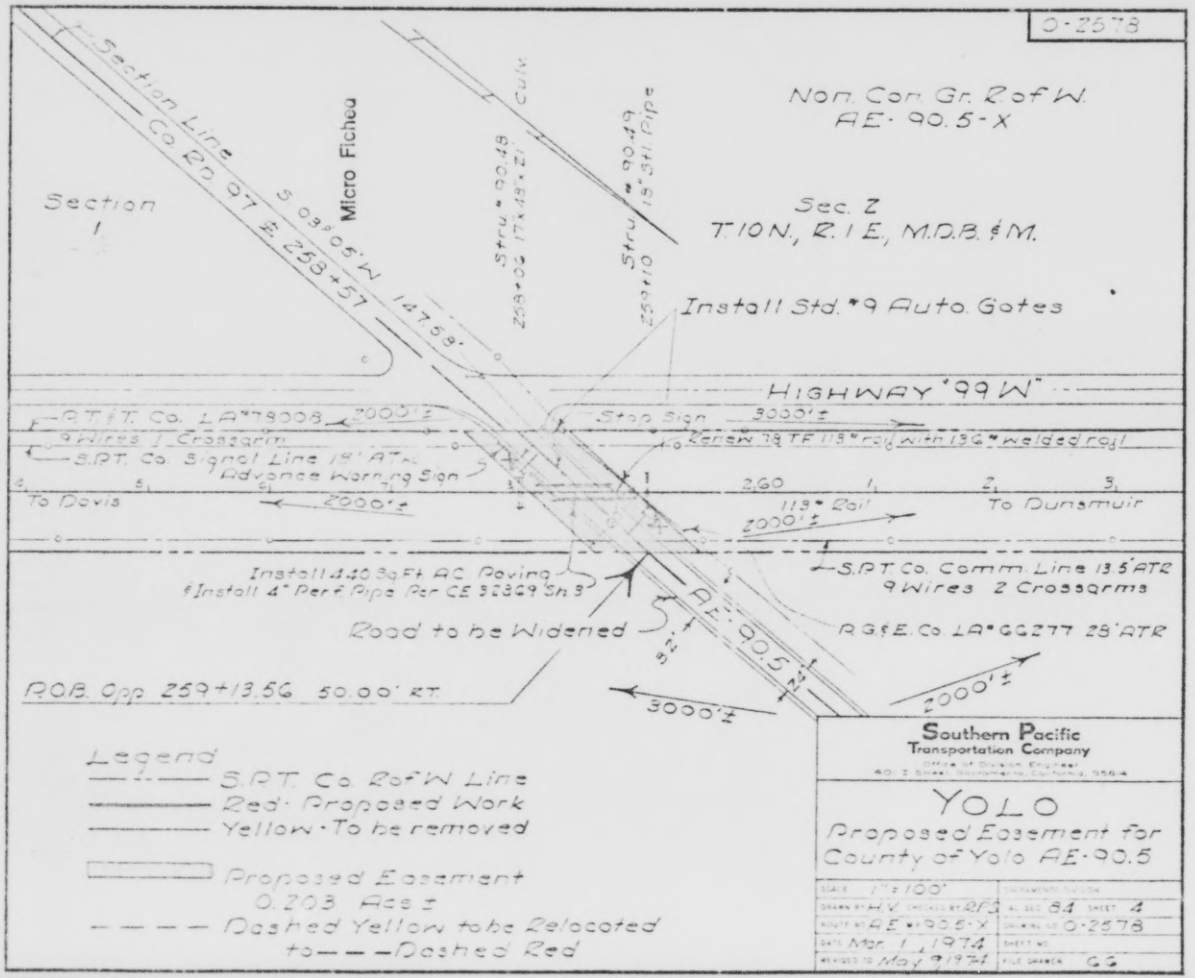
A strip of land 60.00 feet wide situate, lying and being in Sections 1 and 2, Township 10 North, Range 1 East, Mount Diablo Base and Meridian, County of Yolo, State of California, and lying equally 30.00 feet on each side of the following described center-line:

Micro Fiched

Beginning at the point of intersection of the northeasterly line of land (100.00 feet wide) of the Southern Pacific Transportation Company with the section line common to said Sections 1 and 2, said point being distant 50.00 feet northeasterly measured at right angles from the center line of said Company's main track (Davis-Tehama) at Engineer's Station 259+13.56 (for the purpose of this description the bearing of said northeasterly line is taken as North 39° 34' 22" West); thence South 3° 05' West 147.58 feet to a point on the southwesterly line of land of said Company.

The side lines of said 60-foot wide strip of land terminate in said northeasterly and southwesterly lines of said Company's land.

Said strip of land contains an area of 0.203 of an acre, more or less.


O-2578
Section Line
Co Rd 97 E 258+57
S 03°05'W 147.58'
Micro Fiche
Section 1
Culv.
Stru. @ 90.48
258+05 17'x13'x27'
Stru. @ 90.49
259+10 15" STL Pipe
Non. Con. Gr. R of W.
AE · 90.5 - X
Sec. 2
T 10 N., R. 1 E., M.D.B. & M.
Install Std. #9 Auto. Gates
HIGHWAY "99 W"
S.P.T. Co. LA #78008
2000' ±
9 Wires 1 Crossarm
S.P.T. Co. Signal Line 18' ATR
Advance Warning Sign
Stop Sign
3000' ±
Renew 79 TE 119 # rail with 136 # welded rail
To Davis
2000' ±
119 # Rail
To Dunsmuir
2000' ±
Install 3,440 Sq Ft A.C. Paving
& Install 4" Perf. Pipe Per CE 32369 Sh 3
Road to be Widened
AE · 90.5
S.P.T. Co. Comm. Line 13.5' ATR
9 Wires 2 Crossarms
P.G.&E. Co. LA # 66277 28' ATR
2000' ±
3000' ±
P.O.B. Opp 259+13.56 50.00' RT
Legend
S.P.T. Co. R of W Line
Red · Proposed Work
Yellow · To be removed
Proposed Easement
0.203 Ac ±
Dashed Yellow to be Relocated
to - - - Dashed Red
Southern Pacific
Transportation Company
Office of Division Engineer
Sacramento, California
YOLO
Proposed Easement for
County of Yolo AE · 90.5
SCALE 1" = 100'
DRAWN BY H.V. CHECKED BY R.F.S.
ROUTE NO. AE · 90.5 · X
DATE Mar 1 1974
REVISED TO May 9 1974
ESTIMATE NO. 84 SHEET 4
DRAWING NO. O-2578
SHEET NO.
FILE NUMBER 66

Agreement No. 74-286

FILED
DEC 23 1974
LAURENCE P. DUNIGAN, Clerk
BARBARA A. RODGERS, Deputy

AGREEMENT FOR PLANNING AND ENGINEERING SERVICE FOR PHASE I CONSTRUCTION: CACHE CREEK REGIONAL PARK

THIS AGREEMENT made and entered into this 23rd day of December, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY and CREATIVE PLANNING AND MANAGEMENT, INC., a corporation, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has acquired certain parcels of real property for the construction and development of a recreation area, generally known as Cache Creek Regional Park.
2. COUNTY has funds for said development.
3. Said project is of sufficient scope, magnitude and complexity as to require detailed planning, design, and analysis.
4. CONTRACTOR represents that it has expertise and experience in the planning, designing and analysis of such recreational facilities, upon which representation COUNTY relies in entering into this agreement.
5. A statement of the services to be rendered hereunder, based upon a proposal by CONTRACTOR, is incorporated herein by reference thereto, and disignated as Exhibit "A".
6. The parties hereto have prepared a map or sketch of the boundaries of the said area and said project, a copy of which is attached hereto, and incorporated herein by reference thereto, and designated as Exhibit "B" herein.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. CONTRACTOR shall perform all services as defined and set forth in Exhibit "A" for the project described therein and in Exhibit "B".

2. For the services described in Phase I, II, III, and IV of Exhibit "A" COUNTY shall pay to CONTRACTOR a sum not to exceed NINE THOUSAND DOLLARS ($9,000.00), and based upon hourly rates for services actually rendered, and the following formula:

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Principal/Project Manager	$25.00 hour
Technician	$20.00 hour
Junior Technician/Draftsman	$15.00 hour
Clerical	$ 8.00 hour
Survey Crew (2 man)	$45.00 hour
(3 man)	$60.00 hour
Printing and materials	Cost + 10%
Travel by Private Auto	.15 per mile

3. CONTRACTOR undertakes to perform the services described herein and deliver to COUNTY TEN (10) copies thereof, within (2) months of written authorization to proceed with said project signed by the Director of the Parks Department of COUNTY.

4. Upon the completion of said project, CONTRACTOR shall furnish and deliver to COUNTY copies of all written material developed or obtained by CONTRACTOR, including working papers and drawings, pertaining to or arising out of its work herein described.

5. Either party to this agreement may concel same upon thirty (30) days written notice mailed to the other. All notices to be given to the parties shall be given by United States mail, postage prepaid, and addressed as follows:

COUNTY:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CONTRACTOR:

CREATIVE PLANNING AND MANAGEMENT, INC.
111 Capitol Mall, Suite 220
Sacramento, California 95814

Upon such cancellation or termination, COUNTY shall pay to CONTRACTOR a pro rata sum of said fee, based upon the amount of work done by CONTRACTOR to date of cancellation.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

By _____

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

By _____

DEPUTY

(SEAL)

CREATIVE PLANNING AND MANAGEMENT, INC.
a California corporation

By _____

EDGAR H. CARLSON, President

(SEAL)

EXHIBIT "A"

STATEMENT OF SERVICES

I. PROPOSED WORK PROGRAM

A. Phase I - Orientation

Delineate, review and finalize scope of work and work program. Begin analysis of existing conditions. Micro Fiched

1. Consultant's project team will meet with County Parks Director to discuss and confirm the work program methodology and scope of project.
2. Consultant's project team will meet with Yolo County Public Works Director to determine Yolo County bidding procedures, contract administration and required contents of bid documents.
3. Time schedules, coordination of the project, and available resources will be reviewed and finalized with County staff.

B. Phase II - Planning and Engineering Services

1. Aerial photographs at a scale of 1"=100' printed on mylar positives with topographic detail added from ground survey information will be used as base maps.
2. The Master Plan previously approved by the Yolo County Board of Supervisors will be analyzed and adjusted to fit physical site characteristics revealed by step B-1 mentioned above.
3. Required engineering construction details, technical specifications and cost estimates to develop a bid package for Phase I construction as determined by the Yolo County Parks Director, and presently estimated at $120,000 will be prepared.

4. Ten (10) sets of plans, specifications and bid documents will be submitted for County staff review and bidding purposes. Additional sets will be supplied by the Consultant at cost plus ten percent (10%).

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Note: The County agrees to furnish, or direct CPM to obtain at County's expense, all necessary test borings, if required, to determine subsoil conditions, and the County shall pay for all necessary chemical and soil mechanics tests or reports.

C. Phase III - Assistance in Coordinating with Affected Agencies

Under the direction of the Yolo County Parks Director, Consultant will:

1. Secure from State Department of Transportation required encroachment permits for access to State Highway 116.
2. Meet with Yolo County Parks Director and Public Works Director for review and approval of construction drawings and bid documents.

Note: The above meetings (2) are included in the lump sum proposal. Additional meetings requested by the Yolo County Parks Director will be billed in accordance with the schedule of rates and charges attached to this proposal.

D. Phase IV - Assistance with Contract Administration

1. Under direction of the Yolo County Parks Director, attend the following meetings to assist the County of Yolo in securing favorable bids:
    a. One on-site meeting with prospective bidders during the bid period.
    b. Two inspections during the course of

construction to insure that the general intent of the contract is met and work installed is substantially in compliance with the plans and specifications.

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c. One final inspection, as a member of the inspection party, in accordance with Yolo County procedure for final inspection and acceptance of contract work.

Note: The above inspections (4) are included in the lump sum proposal. Additional inspections requested by the Yolo County Parks Director will be billed in accordance with the schedule of rates and charges attached to this proposal.

For the purposes of this agreement, the contracting parties will be CREATIVE PLANNING AND MANAGEMENT, INC. and the COUNTY OF YOLO. The engineering phases of the work will be supplied to CPM, Inc. by the firm of GENNIS, GRAY AND JUSTICE, ENGINEERS.

II. TIME AND FEE

1. The work outlined in Phases I, II, III and IV will be completed for a total fee of $9,000.00.

   CPM, Inc. anticipates the work program necessary to bring the project to the point of advertising for bids will require seventy-five (75) calendar days from the date of authorization to proceed by the County of Yolo. Accomplishing the work within this time-frame would be dependent upon the County review and approval process

2. CPM, Inc. proposes to allow a credit of $1890.00 for the previously prepared Master Plan. Credit is less than full amount for planning because of changes in the scope

of the construction work program from one site to three sites.

American Institute of Landscape Architects

AILA Curve, $110,000 @ 9.9% - $10,890

Credit for previous Master Plan	1,890
Fee (not to exceed)	$ 9,000

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3. In no event shall the total payment to CPM, Inc. exceed $9,000 except as authorized in writing for additional services as noted above. Payment of the final $900.00 shall not be due or payable to CPM, Inc. until the project is accepted as complete.

CPM, Inc. will submit monthly statements of actual hours and charges incurred on the project based on the following fee schedule.

Schedule of hourly rates and charges:

Principal/Project Manager	$25.00 hour
Technician	$20.00 hour
Junior Technician/Draftsman	$15.00 hour
Clerical	$ 8.00 hour
Survey Crew (2 man)	$45.00 hour
(3 man)	$60.00 hour
Printing and materials	Cost + 10%
Travel by Private Auto	.15 per mile

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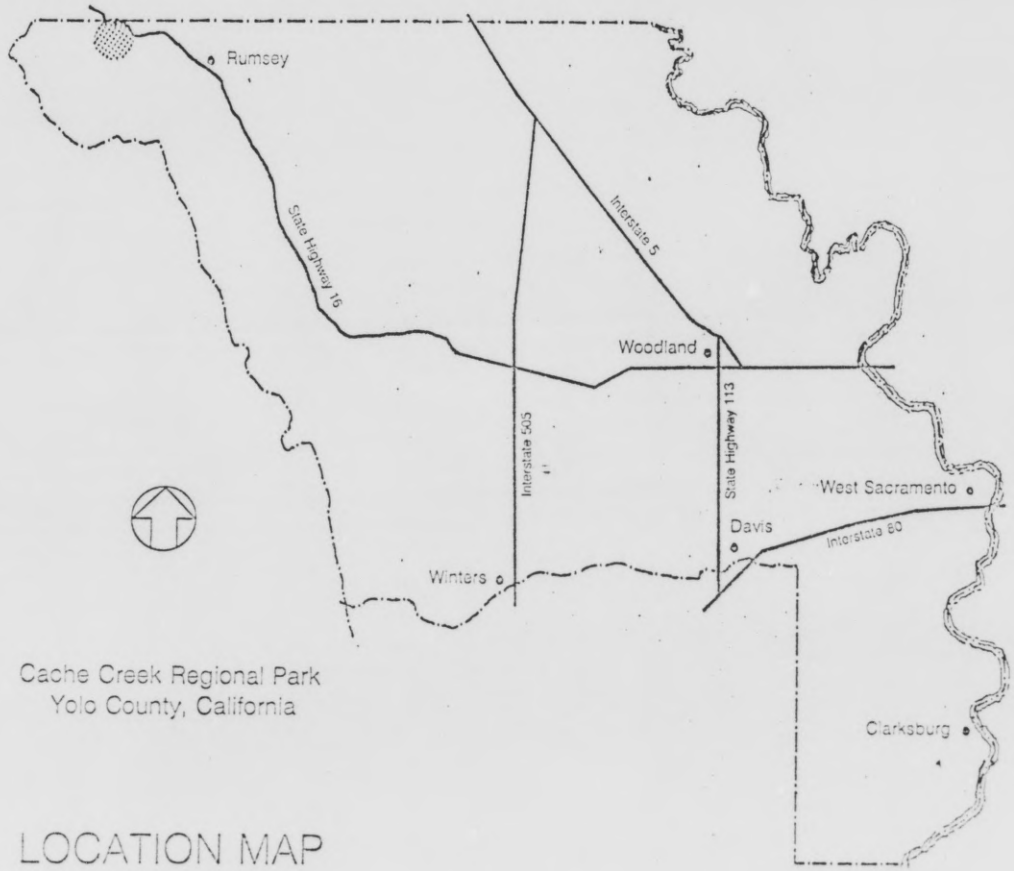

Cache Creek Regional Park
Yolo County, California

LOCATION MAP

EXHIBIT "B"

FILED
FEB 28 1975
LAWRENCE P. HERSAM, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 74-287

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2242
(Linden West Unit No. 1)

THIS AGREEMENT is made and entered in this 23rd day of December, 1974, by and between Westport Investment Company, a California Corporation, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

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W'EREAS, the Subdivider proposed to subdivide and develop that area known and referred to as Subdivision No. 2242 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in said Subdivision No. 2242 public improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with standards of the serving agencies and approved by the agency of jurisdiction.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $4,957.71 for said purpose.

5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2242.

XEROX COPY

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and or death of any one person, $300,000 in respect to personal injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

Micro Fiched

8. That the Completion of the development of said Subdivision No. 2242 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state or said improvement shall not be final until the written notices of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

13. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $1,050.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

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15. Any extension of time hereunde. shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisited set forth in Rule 242 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

17. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By W. E. Duncan
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By Barbara Rodgers
Deputy

(SEAL)

Westport Investment Company

By Howard M. Tuomey, Secty

By _____

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Lloyd H. Roberts
Lloyd H. Roberts, Director
Public Works Department

APPROVED AS TO FORM:

County Counsel

AGREEMENT NO. 74-288

Filed 2-28-75
[illegible] D. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 23rd day of December, 1974, by and between Bank of America NT&SA, Trustee Under Agreement with Caroline Hamel

900 Eighth Street, Sacramento, California 95814

(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to No 46 by the County by Resolution No. 74-170A, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Bank of America NT&SA, Trustee Under Agreement with Caroline Hamel

Ted Kristiansen Asst V.P.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 23, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Roland Rodgers
DEPUTY

CORPORATE ACKNOWLEDGMENT

State of California
County of Sacramento } S.S.

On this 29 day of May, 19 74, before me Debra Kopp, a Notary Public in and for said Sacramento County, personally appeared TED ROSITANI

(SEAL)

known to me to be the Assistant Vice President and PAT FORD Real Property Manager-Trust of the Bank of America NTSA known to me to be the the Corporation that executed the within instrument, and also known to me to be the person who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same, and further acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Debra Kopp

Notary Public in and for said Sacramento County and State.
My commission expires July 19, 19 77

OFFICIAL SEAL
DEBRA KOPP
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires July 19, 1977

P-169X 9-64

(Rev. 4-71)

GUARANTEE

71 2963

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68869 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION
a national banking association

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 23, 1974 @ 5:00 p.m. , in the County of Yolo, California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Scruggs Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Trustee # 46 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 68869 Effective Date: April 23, 1974 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1973, with respect to the name(s) of

Title to the herein described property vests in:

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BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
a National Banking Association

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

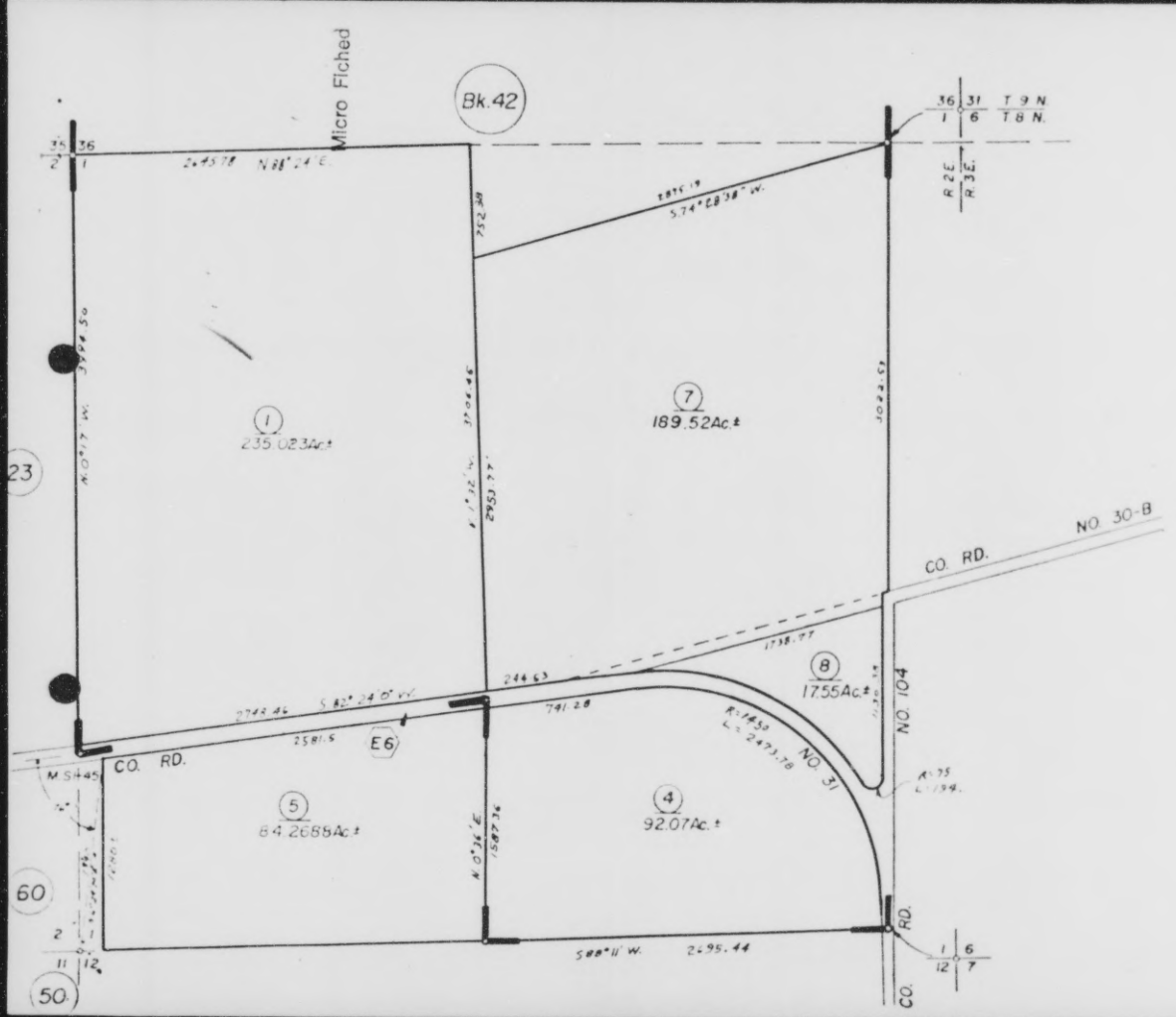
Parcel 5 of Lands of Henry J. Hamel, et al., located in Section 1, Township 8 North, RAnge 2 East and Section 36, Township 9 North, Range 2 East, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on May 29, 1928, in Book 4 of Maps and Surveys, at pages 79 and 80.

EXCEPTINH THEREFROM THE FOLLOWING described parcel of land:
A strip of land over, thru and across a portion of Parcel Five (5) of lands of Henry J. Hamel, et al., in Section One (1), Township Eight (8) North, Range Two (2) East, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on May 29, 1928, in Book 4 of Maps and Surveys, at pages 79 and 80, more fully described as follows:

Commencing at the Southeast corner of said Parcel 5, said point is on center line of County Road 30-B, 60 feet wide; thence along the East line of said Parcel 5, North 01° 32' West 30.17 feet to the North right-of-way line of said road, THE TRUE POINT OF BEGINNING: thence along said North line South 82° 24' West 2748.29 feet to the West line of said parcel; thence North 00° 17' West along said West line 40.33 feet; thence parallel to and 40.00 feet North of said right-of-way line, North 82° 24' East 2747.50 feet to said EAst line of Parcel 5; thence South 01° 32' East 40.22 feet to the true point of beginning. Containing 2.523 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessors Parcel No. 32-240-01, Code Area 61-003

NOTE: This guarantee is limited to the above described property


Micro Fiched
Bk. 42
36 31 T 9 N
1 6 T 8 N.
R 2 E.
R. 3 E.
35 36
2 1
2645.78 N 88° 24' E.
N 0° 17' W. 3964.50
1
235.023 Ac.±
2252.39
S 74° 28' 38" W.
7
189.52 Ac.±
3022.52
23
2953.77
CO. RD. NO. 30-B
1738.77
244.63
8
17.55 Ac.±
2742.46 S 82° 24' 07" W.
741.28
R=1452
L=2473.78
NO. 104
2581.5
E6
CO. RD.
NO. 31
M.S. 1445
5
84.2688 Ac.±
4
92.07 Ac.±
60
2
11 12
50
N 0° 34' E. 1587.36
S 88° 11' W. 2695.44
CO. RD.
1 6
12 7

RECEIVED
MAY 2 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAY 2 1975
LAURENCE P. HENIGAN, Clerk
By Barbara L. Robinson

YOLO COUNTY AGREEMENT NO. 74-289

AMENDMENT TO AGREEMENT

FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER

No. 12

THIS AMENDMENT, made and entered into this first day of January 1975 at the City of Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and the County of Yolo, hereinafter called the Contractor:

Micro Fiched

WITNESSETH:

WHEREAS, State and Contractor have entered into an agreement entitled AGREEMENT FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER, dated July 1, 1974 providing for the payment of State funds to the Contractor for partial support of the County Veteran Service Office pursuant to the provisions of Sections 971 and 972 of the Military and Veterans Code, and

WHEREAS, Senate Bill 2379, enacted as Chapter 1431, Statutes of 1974 amended Section 972 of the Military and Veterans Code and appropriated $400,000 from the General Fund for additional payments to counties,

NOW THEREFORE, it is mutually agreed that for the period January 1, 1975 through June 30, 1975, the State shall reimburse the Contractor an additional amount not to exceed $ 4,070.00 from funds appropriated by Chapter 1431, Statutes of 1974 for salaries, employee benefits, and expenses of the County Veteran Service Office functions; provided that reimbursement for the salary of any County Veteran Service Officer who is not employed in such a capacity on a full-time basis shall not exceed Seventy-Five Dollars per month.

No Reimbursement shall be made under this agreement for salaries, employee benefits, or expenses for any other employees whose duties are not solely restricted to county veteran service officer activities attributable to performance of county veteran service officer functions.

The additional funds made available pursuant to this amendment shall not be subject to the limitations contained in numbered Sections 1 and

2 on page 2 and Sections 3 and 4 on page 3 of the original agreement.

The fourth paragraph on page 3 which reads "Provided, however that the total amount of reimbursement under this agreement shall not exceed the sum of $ ~~5,837.92~~ " is amended to read "Provided, however that the total amount of reimbursement shall not exceed:

1. $ ~~5,837.92~~ from funds made available under the original agreement and

2. $ 4,070.00 from funds made available under this Amendment."

Micro Fiched

It is further agreed that the effective date of this amendment shall be January 1, 1975. All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

IN WITNESS HEREOF the parties have hereunto set their hand the day and year first written above.

County of Yolo

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA

By _____

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review or approval by the Department of Finance.

_____"

BUDGET CERTIFICATION

I hereby certify upon my own personal knowledge that budget funds are available for this encumbrance.

Charge: Chapter ~~443~~ 431/74
Contribution to Counties Towards Compensation and Expenses of County Veteran Service Officers General Fund.

General Services
Approval Not
Required
S.A.M. No. 1206

"I hereby further certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services' approval."

_____

_____
Signature of Accounting Officer

CROWN
LIFE INSURANCE COMPANY / TORONTO, CANADA

AGREEMENT NO. 74-290

Group Insurance Policy

POLICY NUMBER 23045

POLICYHOLDER	COUNTY OF YOLO
POLICY EFFECTIVE DATE	JULY 1, 1974 AT 12.01 A.M. LOCAL TIME AT THE HEAD OFFICE ADDRESS OF THE POLICYHOLDER
PREMIUMS DUE	ON THE POLICY EFFECTIVE DATE AND ON THE 1ST DAY OF EACH CALENDAR MONTH THEREAFTER
CURRENCY	EVERY AMOUNT PAYABLE TO OR BY CROWN LIFE INSURANCE COMPANY UNDER THIS POLICY SHALL BE PAYABLE IN UNITED STATES DOLLARS, LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA

Micro Fiched

SEE TABLE OF CONTENTS FOR LIST OF BENEFITS

NON-PARTICIPATING HEALTH INSURANCE

FILED
DEC 30 1974
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

Crown Life Insurance Company (hereinafter called Crown Life) agrees to pay the benefits provided by the terms of this policy of group insurance for those employees of the employer who are insured for and entitled to such benefits by the provisions and conditions of this policy. The provisions and conditions set forth by Crown Life on the following or attached pages are a part of this policy as fully as if stated over the signatures and seal below.

Signed and sealed at Toronto, Canada, NOVEMBER 11, 1974

[signature]
Chairman of the Board

[signature]
President

[signature]
Secretary

E70692-1

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BENEFIT SCHEDULE

HEALTH CLASS

A ALL EMPLOYEES

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BENEFIT SCHEDULE

GROUP HEALTH INSURANCE
- EFFECTIVE DATE - JULY 1, 1974

DENTAL

CLASS A	MAXIMUM AMOUNT	1,000.00
	INDIVIDUAL DEDUCTIBLE AMOUNT	NIL
	CO-INSURANCE AMOUNT	
	- 1ST YEAR	30 PER CENT
	- 2ND YEAR	20 PER CENT
	- EACH SUBSEQUENT YEAR	10 PER CENT
	EXCEPT FOR BRIDGES, DENTURES, AND THEIR REPAIR WHICH SHALL HAVE A CO-INSURANCE AMOUNT OF 50 PER CENT	
	PRE-CERTIFICATION AMOUNT	150.00

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DENTAL EXPENSE BENEFIT

If an insured individual while insured for this benefit incurs charges for necessary dental care, Crown Life will pay, subject to a deductible amount and a co-insurance amount, if applicable, in accordance with the SCHEDULE OF DENTAL PROCEDURES and the other provisions of this policy, charges made to the individual for dental care administered by or ordered by a dentist and described in this benefit. However, the total amount payable by Crown Life for all such charges incurred by an insured individual during any one policy year shall not exceed the maximum amount shown for this benefit in the BENEFIT SCHEDULE.

A charge shall be considered to have been incurred on the date the insured individual received the dental care for which the charge is made.

Crown Life will pay charges made by a dentist, or by a qualified dental hygienist, for

1. oral examinations including scaling and cleaning of teeth, but limited to one examination in any one six month period,

2. dental x-rays; except that charges payable for full mouth x-rays shall be limited to charges incurred for one set of such x-rays during any one twenty-four month period,

3. extractions,

4. fillings, including gold fillings and gold inlays if no other material is satisfactory, and crowns if teeth cannot be restored satisfactorily by the use of a filling material,

5. replacement of fillings and crowns, provided that a period of at least twelve months has elapsed since the last date on which the fillings and crowns were provided for such individual,

6. treatment of periodontal and other diseases of the gums and tissues of the mouth,

7. endodontic treatment,

8. initial provision and installation of space maintainers,

9. initial installation of fixed bridgework,

10. alteration of or replacement of fixed bridgework, if the existing bridgework cannot be made serviceable, provided that an additional extraction is required, or

    replacement of fixed bridgework, provided that the insured individual has been insured for this coverage for a period of at least twelve months when the charge for replacement is incurred, that the existing bridgework cannot be made serviceable, and that a period of at least five years has elapsed since the last date on which bridgework was provided or replaced for such individual by any person,

11. provision of dentures and the repair of dentures,

12. relining of or any adjustments required to be made to new dentures, provided that a period of at least six months has elapsed since the last date on which dentures were provided for such individual by any person,

13. replacement of dentures, provided that the insured individual has been insured for this benefit for a period of at least twelve months when the charge for replacement is incurred, that the existing dentures cannot be made serviceable, and that a period of at least five years has elapsed since the last date on which dentures were provided or replaced for such individual by any person, or

14. drugs and medicines which require the written prescription of a dentist and are dispensed by a licensed pharmacist.

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Deductible Amount

Any deductible amount which is applicable to this benefit represents the total amount of charges for dental care which otherwise would be payable under this benefit and which must be paid by or on behalf of an insured individual or insured individuals, as the case may be, in any policy year before benefits shall become payable by Crown Life for such policy year for such individual or individuals. No amount of the charges which comprise the whole or a part of any one individual deductible amount for an insured individual shall comprise the whole or a part of any other individual deductible amount for such individual.

The Individual Deductible Amount shown in the BENEFIT SCHEDULE shall apply to each insured individual in each policy year.

However, in the case of an accident involving two or more insured individuals who are members of one family, not more than the Individual Deductible Amount for any one of such insured individuals will be applied to the charges incurred by all of such insured individuals during the policy year of the accident as a direct result of such accident, and not more than the Individual Deductible Amount for any one of such insured individuals will be applied to the charges incurred by all of the same insured individuals during the next following policy year as a direct result of the same accident.

Co-insurance Amount

Any co-insurance amount which is applicable in any insurance year shall be applied to charges incurred by an insured individual which are in excess of his deductible amount and would be payable under this benefit in the absence of this provision, and represents the portion of such charges for which liability for payment shall be assumed by the insured individual and for which no amount shall be payable by Crown Life. Crown Life will pay the balance or remaining portion of such charges, subject to the provisions of this policy. No part of the charges which comprise the whole or a part of any one co-insurance amount for an insured individual shall comprise the whole or a part of any other co-insurance amount for such individual.

The co-insurance amount shall apply only as specified in the BENEFIT SCHEDULE

(continued on reverse side)

Automatic Changes in Co-insurance Percentage

At the end of any insurance year during which an insured individual

has visited a dentist at least once, and

has commenced any course of dental care recommended by a dentist (and approved by Crown Life, if pre-certification of charges is required),

any co-insurance percentage which has applied to the individual's insurance under this benefit during such year shall be decreased automatically for the next succeeding insurance year (with respect to any course of dental care commenced during such year) to the next lower co-insurance percentage level shown for this benefit in the BENEFIT SCHEDULE.

At the end of any insurance year during which an insured individual has not met both of the requirements stated in the subsections of the preceding paragraph, any co-insurance percentage which has applied to the individual's insurance under this benefit during such year shall be increased automatically for the next succeeding insurance year (with respect to any course of dental care commenced during such year) to the next higher co-insurance percentage level shown for this benefit in the BENEFIT SCHEDULE.

Limitations

No amount shall be payable under this benefit for charges

1. which are excluded under GENERAL PROVISIONS – HEALTH INSURANCE **General Limitations**,
2. incurred as a result of any dental disease, defect or injury arising out of or in the course of an insured individual's employment, unless otherwise specifically stated in the POLICY SCHEDULE,
3. for dental care rendered or supplied by a dentist employed by a government or at the expense of a government or agency thereof,
4. for full mouth x-rays for any insured individual who has not attained at least twelve years of age when the charges are incurred,
5. for replacement of dentures which are mislaid, lost or stolen,
6. for or in connection with orthodontic treatments, including correction of malocclusion,
7. for a course of dental care which commenced prior to the effective date of an insured individual's insurance under this benefit including charges for any crown, bridge or denture ordered prior to such date, or
8. for dental care which is cosmetic, except charges which are incurred as a result of dental care rendered by a dentist for injuries caused by an accidental bodily injury sustained while the individual is insured for this benefit, and which are incurred while his insurance under this benefit is in force and within the one hundred and eighty day period immediately following the date the accidental bodily injury is sustained.

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Extension

No amount will be payable for charges incurred by an individual after the date his insurance under this benefit terminates, whether or not such charges have been pre-certified by Crown Life; except that Crown Life will pay the same amount for charges incurred within the thirty-one day period immediately following the termination date for any dental procedure commenced prior to such date and completed within such thirty-one day period as would be payable if the individual's insurance had not terminated.

Definition

As used in this benefit, the term

insurance year shall mean any year of a series computed successively as from the effective date of an insured individual's insurance under this benefit.

Pre-certification of Charges

If charges which would be payable for a proposed course of dental care would exceed in total the Pre-certification Amount shown in the BENEFIT SCHEDULE, written notice on a form supplied by Crown Life, outlining such course and including charges, must be forwarded with x-rays to Crown Life for assessment and certification prior to the commencement of any work or treatment. Crown Life will determine and certify in writing the maximum amount of work or treatment and charges for which payment will be made.

No charges for any course of dental care which requires pre-certification by Crown Life shall be considered for payment if work or treatment is commenced prior to the date written notice of certification is received from Crown Life.

If work or treatment required for a course of dental care which has been certified by Crown Life is not completed within the ninety day period immediately following the date written notice of certification is received, such certification shall be of no effect, and pre-certification of charges shall again be required prior to the commencement of any work or treatment.

Any pre-certification of charges previously issued to an insured individual shall be of no effect after the date such individual's insurance under the benefit or coverage terminates.

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SCHEDULE OF DENTAL PROCEDURES

The amount of benefit for any dental procedure to be considered under this policy and not listed in this Schedule shall be determined by Crown Life on a basis commensurate with the values shown in this Schedule.

	Maximum Amount
VISITS AND DIAGNOSTIC	
Office visit during regular office hours for treatment and observation of injuries to teeth and supporting structure, other than for routine operative procedures	$ 5.00
Professional visits after hours (Dentist may elect payment on basis of services rendered or visits, whichever is greater)	12.00
Special consultation fee (by specialist for case presentation when diagnostic procedures have been performed by general dentist)	12.00
Prophylaxis – children to age 14	7.00
Prophylaxis – treatment (to include scaling and polishing	11.00
Topical application of sodium fluoride (one treatment including prophylaxis – under age 4)	14.00
Topical application of stannous fluoride (one treatment including prophylaxis – payment limited to once each year to age 18)	17.00
Emergency treatment – palliative per visit	6.00
Film Fees (including examination and diagnosis)	
Single film	5.00
Additional, up to 12 films	1.00
Entire denture series, including examination consisting of at least 14 films (bite wings if necessary)	20.00
Intra-oral, occlusal view, maxillary, or mandibular, each	5.00
Superior or inferior maxillary, extra oral	
– 1 film	12.00
– 2 films	18.00
Bite wing films, including examination	
– 2 films	6.00
– 4 films	8.00
– Additional films	1.00
Biopsy of oral tissue	10.00
Microscopic examination	18.00
EXTRACTIONS	
Uncomplicated, single tooth (fee includes routine post-operative visits)	14.00
Each additional tooth (fee includes routine post-operative visits)	11.00
Surgical removal of erupted teeth	by report
Post-operative visit (sutures and complications)	5.00
Impacted Teeth (enclose film)	
Removal of tooth	
– soft tissue	$ 30.00
– partially bony	44.00
– completely bony	70.00 or by report
Alveolar or Gingival Reconstruction	
Alveolectomy	
(endentulous) per quadrant	35.00
(in addition to removal of teeth) per quadrant	14.00
Alveoplasty with ridge extension, per arch	59.00
Removal of palatal torus	49.00 or by report
Removal of mandibular tori per quadrant	49.00
Extension of hyper plastic tissue per arch	45.00
DRUGS – based on cost (administered by dentist)	by report
ANAESTHESIA – General	15.00
PERIODONTICS	
Emergency treatment (periodontal abscess, acute periodontitis, etc.)	14.00
Subgingival curettage, root planning (not prophylaxis) per quadrant	17.00
Correction of occlusion	17.00
Gingivectomy	
– per quadrant (including post surgical visits)	70.00
– osseous or muco-gingival surgery per quadrant (including post surgical visits)	84.00
–treatment per tooth (fewer than six teeth)	14.00
ENDODONTICS (Fees do not include final restoration, necessary roentgenograms in addition to allowance shown.)	
Pulp capping	8.00
Therapeutic pulpotomy (in addition to restoration, per treatment)	8.00
Vital pulpotomy	17.00
Remineralization (caoh, temporary restoration) per tooth	14.00
Root Canals	
Culturing canal	10.00
Single rooted tooth canal therapy	63.00
Bi-rooted tooth canal therapy	84.00
Tri-rooted tooth canal therapy	105.00
Apicoectomy	
– including filling of root canal	70.00
– separate procedure	49.00

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SCHEDULE OF DENTAL PROCEDURES (Cont'd)

	Maximum Amount
RESTORATIVE DENTISTRY	
Amalgam Restorations Primary Teeth	
Cavities involving	
– 1 tooth surface	$ 8.00
– 2 tooth surfaces	13.00
– 3 or more tooth surfaces	17.00
Amalgam Restorations Permanent Teeth	
Cavities involving	
– 1 tooth surface	11.00
– 2 tooth surfaces	15.00
– 3 or more tooth surfaces	21.00
Gold Restorations	
– 1 tooth surface	49.00
– 2 tooth surfaces	56.00
– 3 or more tooth surfaces	70.00
– Onlays per tooth extra	14.00
Silicate, Acrylic, Plastic Restorations	
Silicate cement filling	13.00
Acrylic or plastic filling	15.00
Crowns (Fees for facings on crowns, posterior to 2nd bicuspid, are to be borne by patient.)	
Acrylic	96.00
Acrylic with metal	104.00
Porcelain	120.00
Porcelain with metal	160.00
Gold (full)	104.00
¾ gold	96.00
Stainless steel (primary)	27.00
Stainless steel (permanent)	32.00
Gold dowel pin	16.00
PROSTHETICS (including Fixed Bridges)	
Pontics	
Cast gold (sanitary)	64.00
Steel's facing	72.00
Tru-Pontic type	88.00
Porcelain baked to gold	128.00
Plastic processed to gold	88.00
Removable (Unilateral Bridges)	
One piece casting, chrome cobalt alloy clasp attachment (all types) per unit – including pontics	32.00

	Maximum Amount
Recementation	
Inlay	$ 8.00
Crown	8.00
Bridge	16.00
Repairs, Crown and Bridges	
Repairs – fee based on time and laboratory charges	by report
Dentures (Dentures, partial dentures and reline fees include adjustments within six-month period following installation. Fees for specialized techniques involving precision dentures personalizing or characterization are to be borne by patient.)	
Complete maxillary denture	248.00
Complete mandibular denture	248.00
Partial acrylic upper or lower with gold or chrome cobalt alloy clasps – base fee	120.00
Teeth and clasps extra – per unit	8.00
Partial lower or upper with chrome cobalt alloy lingual or palatal bar and acrylic saddles – base fees	240.00
Teeth and clasps extra – per unit	8.00
Simple stress breakers – extra	22.00
Stayplate – base fee	48.00
Teeth and clasps extra – per unit	5.00
Immediate splint denture	112.00
Denture adjustments	6.00
Office reline – cold cure – acrylic	24.00
Denture reline	56.00
Special tissue conditioning, per denture, in addition to reline – maximum 2 per denture	24.00
Denture duplication (jump case) per denture	88.00
Repairs, Dentures, Acrylic	
Broken denture, repairing (no teeth involved)	19.00
Replacing missing or broken teeth, each additional	5.00
Adding teeth to partial denture to replace extracted natural teeth:	
– First tooth	40.00
– First tooth with clasp	48.00
– Each additional tooth and clasp	8.00
Partial denture repairs – based on time and laboratory charges	by report
Space Maintainers (includes adjustments within six-month period following installation)	
Fixed space maintainer (band type)	35.00

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EMPLOYEE INSURANCE

ELIGIBILITY

oyees of the employer in the classifications specified in the BENEFIT SCHEDULE of this policy who are employed on a me and full-pay basis shall become eligible for insurance under this policy as described below, except that an employee who is t from work on the date he otherwise would become eligible shall not become eligible for such insurance until the date he is to work on a full-time and full-pay basis.

EMPLOYEE WHOSE EMPLOYMENT COMMENCES ON OR PRIOR TO THE POLICY EFFECTIVE TE SHALL BECOME ELIGIBLE FOR INSURANCE:

ON THE POLICY EFFECTIVE DATE.

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EMPLOYEE WHOSE EMPLOYMENT COMMENCES AFTER THE POLICY EFFECTIVE DATE ALL BECOME ELIGIBLE FOR INSURANCE:

ON THE DAY IMMEDIATELY FOLLOWING THE DATE HE COMPLETES 30 DAYS OF EMPLOYMENT.

EMPLOYEE WHOSE INSURANCE TERMINATES BY REASON OF TERMINATION OF EMPLOYMENT AND WHO MES EMPLOYMENT WITH THE EMPLOYER WITHIN THE 6 MONTH PERIOD IMMEDIATELY FOLLOWING THE OF SUCH TERMINATION SHALL BECOME ELIGIBLE FOR REINSTATEMENT OF INSURANCE:

THE DATE HE RESUMES EMPLOYMENT.

EMPLOYEE INSURANCE

EFFECTIVE DATES

An eligible employee's insurance under this policy shall become effective as described below, except that if an employee is absent from work on the date any of his insurance under this policy otherwise would become effective, such insurance shall not become effective until the date he returns to work on a full-time and full-pay basis.

Basic Insurance

If an employee submits a written application for Basic Insurance for which he is eligible and if such written application is received by Crown Life by the end of the thirty-one day period commencing on the date he becomes eligible, such insurance shall become effective on the date he becomes eligible; but if such written application is not received by Crown Life by the end of such thirty-one day period, such insurance shall not become effective except with the written consent of Crown Life and on a date determined by Crown Life.

Additional Insurance (if provided in accordance with the BENEFIT SCHEDULE)

An employee who is eligible for any amount of Additional Insurance must apply for such insurance and must provide evidence of his insurability satisfactory to Crown Life for such amount of Additional Insurance, and such amount shall become effective on the later of

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1. the date he becomes eligible for such amount, or
2. the date Crown Life approves evidence of his insurability for such amount.

However, an employee who is eligible for reinstatement of an amount of Additional Insurance for which evidence of his insurability has previously been approved by Crown Life shall not be required to submit new evidence of his insurability for such amount when applying for reinstatement of insurance, provided that he applies for such amount by the end of the thirty-one day period commencing on the date he becomes eligible, and such amount of Additional Insurance shall become effective on the date his Basic Insurance becomes effective.

EMPLOYEE INSURANCE

CHANGES

Any change in an employee's insurance for which he becomes eligible in accordance with the BENEFIT SCHEDULE shall be made as described below, except that if an employee is absent from work on the date any increase in his insurance under this policy otherwise would become effective, such increase in insurance shall not become effective until the date he returns to work on a full-time and full-pay basis.

Changes in Basic Insurance

If an employee becomes eligible for any increase in Basic Insurance, and if the data required by Crown Life to effect such increase is received by Crown Life by the end of the thirty-one day period commencing on the date he becomes eligible for such increase, such increase shall become effective on the date he becomes eligible for such increase; but if such data is not received by Crown Life by the end of such thirty-one day period, the increase shall not become effective except with the written consent of Crown Life and on a date determined by Crown Life.

Any decrease in an employee's Basic Insurance shall become effective on the date the employee becomes eligible for such decrease.

Changes in Additional Insurance (if provided)

An employee who is eligible for any increase in Additional Insurance must provide evidence of his insurability satisfactory to Crown Life for any such increase, and such increase shall become effective on the later of

1. the date he becomes eligible for such increase, or
2. the date Crown Life approves evidence of his insurability for such increase.

Any decrease in an employee's Additional Insurance shall become effective on the date the employee becomes eligible for such decrease.

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Termination of Employee Insurance

An employee's insurance under this policy shall terminate, except as provided under the provision **Inactive Employee Status**, on the earliest of

1. the date he ceases to be employed as defined under DEFINITIONS or the date he ceases to be a member in the classes of employees of the employer who are eligible for insurance under the BENEFIT SCHEDULE,

2. the end of the period for which premiums have been paid for his insurance, or

3. the date of cancellation of this policy or of the insurance of the employee's employer under this policy, or cancellation of the class under the BENEFIT SCHEDULE in which the employee qualifies for insurance.

Inactive Employee Status

If an insured employee's employment as defined under DEFINITIONS otherwise would terminate because of absence from work due to sickness or bodily injury, then, for the purpose of continuing his insurance and at the option of the employer, such employee shall be considered by Crown Life to be at work up to and including the earlier of

1. the last day on which he is unable to be at work due to sickness or bodily injury, or

2. the date his insurance terminates for any reason other than absence from work due to sickness or bodily injury.

However, if the MAJOR MEDICAL EXPENSE BENEFIT is included in this policy, the insurance under such benefit of an employee whose insurance is continued in accordance with the preceding paragraph shall not be so continued beyond the end of the two year period immediately following the policy month in which he ceases to be at work.

If an insured employee's employment as defined under DEFINITIONS otherwise would terminate because of absence from work due to temporary layoff, leave of absence, strike or lockout, and if, within the seven day period immediately following the date such employee's employment otherwise would terminate, the employer advises Crown Life that such employee's insurance is to be continued, then, for the purposes of insurance such employee shall be considered by Crown Life to be at work up to and including the earliest of

1. the last day of such temporary layoff, leave of absence, strike or lockout,

2. the date his insurance terminates for any reason other than absence from work due to temporary layoff, leave of absence, strike or lockout,

3. the day immediately prior to the date he commences active full time service as a member of the armed forces of any country, or

4. the end of the policy month immediately following the policy month in which he ceases to be at work, except that

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with respect to an insured employee whose premiums are paid wholly or in part by the employer pursuant to the terms of a *collective bargaining agreement* and whose insurance otherwise would terminate because of absence from work due to strike or lockout, such employee shall be considered, for the purposes of insurance other than under the EMPLOYEE WEEKLY INCOME BENEFIT (if included in this policy), to be at work up to and including the earliest of

any date specified in Subsection 1, 2 or 3 of this paragraph,

the end of the sixth policy month immediately following the policy month in which he ceases to be at work due to strike or lockout,

the day immediately preceding the date he commences employment other than with the employer, or

any date on which the percentage of such employees remaining so insured during the period of strike or lockout ceases to be at least 75%,

provided that the employee shall contribute the full amount of the premiums due for such insurance during the period of strike or lockout, Crown Life reserving the right to increase the premiums in effect on the last day at work and payable during such period by an amount up to 20% or any higher percentage which may be approved by the Insurance Commissioner of California.

Extension of Coverage

Upon termination of his insurance under this policy in accordance with the provision **Termination of Employee Insurance** or the provision **Inactive Employee Status**, an employee may qualify for an extension of coverage as specifically described in certain benefits of this policy.

GENERAL PROVISIONS

The Contract

The policyholder's application for this policy, a copy of which is attached to this policy when issued, this policy and its endorsements and the insured employees' individual applications, shall constitute the entire contract between Crown Life and the policyholder. All statements made by the policyholder, any participating employer, and by the insured employees shall be considered, in the absence of fraud, to be representations and not warranties. No statement made for the purpose of effecting insurance shall avoid such insurance or reduce benefits unless contained in a written instrument signed by the policyholder or the insured individual, and a copy of such instrument is or has been given to such policyholder or to such individual or his beneficiary.

Masculine pronouns wherever used in this policy shall apply to both sexes unless the context clearly indicates otherwise.

Changes in the Policy

This policy may be changed when and as agreed upon in writing by the policyholder and Crown Life and all changes must be verified by the seal of Crown Life and the signatures of two Officers of Crown Life. No previous course of dealing with the policyholder, any participating employer, or anyone, on the part of Crown Life or anyone on behalf of Crown Life, whether acting on his own behalf or otherwise, shall be considered to constitute a waiver by Crown Life of any of the conditions of this policy.

No notice of any kind shall be considered to have been given to Crown Life unless given in writing to the Home Office of Crown Life.

Incontestability of Insurance

In the absence of fraud, but subject to any statutory restrictions pertaining to fraud,

1. the validity of the insurance provided under this policy shall be incontestable, except for non-payment of premiums, with respect to matters between Crown Life and the policyholder after such insurance has been in force for a period of two years, and

2. no statement made by any insured employee relating to his insurance under this policy shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during his lifetime nor unless it is contained in a written instrument signed by him and a copy of such instrument is or has been given to such employee or to his beneficiary.

Insurance Information

The policyholder shall provide any information which may be required by Crown Life to administer the insurance under this policy and shall permit Crown Life to examine any of the records and payrolls to which Crown Life reasonably may require access to administer such insurance.

All insurance transactions between Crown Life and an employer who is other than the policyholder shall be made through the policyholder.

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Employer Not An Agent of Crown Life

Neither the policyholder nor any participating employer shall be considered to be the agent of Crown Life in any of the following respects

1. the assessment of any evidence of insurability submitted by the employee,

2. the waiver of any evidence of insurability when such is required by the terms of this policy, and

3. the installation, maintenance or extension of any amount of insurance which is invalid by the terms of this policy.

Cancellation

The policyholder may cancel this policy or any participating employer may cancel his insurance under this policy at any time by written notice given to Crown Life by the policyholder and such cancellation shall take effect on the later of the date such written notice is received by Crown Life or the date of cancellation specified by the policyholder.

Crown Life may cancel this policy or the insurance of any participating employer, for non-payment of premiums in accordance with the provision **Payment of Premiums** under GENERAL PROVISIONS–PREMIUMS. This policy or any portion of this policy may also be cancelled by Crown Life as set out under the POLICY SCHEDULE.

Reinstatement of the Policy

If this policy is cancelled it may be reinstated subject to the written consent of Crown Life and on a date determined by Crown Life.

Not in Lieu of Workmen's Compensation

This policy is not in lieu of and does not affect any requirement for coverage by Workmen's Compensation Insurance.

GENERAL PROVISIONS

PREMIUMS

Determination of Premium Amounts

The amount of premium payable for any insured employee on any premium due date shall be determined by totalling the premiums payable for each benefit for which he is insured on such date. The amount of premium payable by the policyholder on any premium due date shall be determined by totalling the premiums payable for all individual employees who are insured on such date.

Premium Charges

Premiums will be charged to the policyholder for each insured employee for the period during which the employee is insured under the terms of this policy except that premium charges or refunds for any premium period of less than one policy month will be made only if such period commences on the effective date of this policy, the effective date of a change in this policy, or on the date this policy cancels.

However, if written notice of a decrease or termination of an employee's insurance is not received at the Home Office of Crown Life by the end of the thirty-one day period immediately following the date his insurance is decreased or terminated, Crown Life shall not be required to refund premiums for any period prior to the date such notice is received at the Home Office of Crown Life.

Payment of Premiums

Premiums will be charged to the policyholder by Crown Life and will be due to Crown Life on the premium due dates described on the face page of this policy. All premiums due under this policy are payable to and not collectible by Crown Life.

A thirty-one day period of grace shall be allowed for the payment of any premium due under the terms of this policy except the first, and this policy shall remain in force during such thirty-one day period of grace. If any premium is not paid by the end of the period of grace, this policy shall cancel at the end of such period and a pro rata premium shall be charged for such period. However, if written notice is given by the policyholder to Crown Life that this policy is to be cancelled, the policyholder shall pay a pro rata premium for the period between the due date of the last unpaid premium and the date of cancellation.

Experience Rating

If in the opinion of Crown Life the experience under this policy and similar policies has been sufficiently favourable, Crown Life may reduce the premiums for any policy year, make a premium refund to the policyholder, or apply the amount of such refund to the payment of future premiums.

EMPLOYEE TITLE

Certificate of Insurance

Crown Life will issue to the policyholder for delivery to each insured employee an individual certificate summarizing the insurance to which each employee is entitled, and stating to whom benefits are payable and summarizing the rights of the employee on termination of his insurance.

If there is any discrepancy between the provisions of any employee's certificate and the provisions of this policy, the provisions of this policy shall govern.

If a certificate is issued to an employee who for any reason is not entitled to insurance under this policy, such certificate shall be of no effect.

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Misstatement of Age

If the date of birth of an insured individual has been misstated and affects

1. the date on which any of his insurance becomes effective or is terminated,
2. the amount of his insurance, or
3. any rights or benefits to which he may be entitled under this policy,

his correct date of birth shall govern, and his insurance shall be adjusted in accordance with his correct age and an equitable adjustment of premiums for the full time such insurance has been in force shall be made whereby the policyholder shall pay to Crown Life any arrears in premiums or Crown Life shall refund to the policyholder any excess premiums paid, as the case may be.

Assignment

The insurance and benefits provided under the terms of this policy are not assignable, except as may be specified in accordance with GENERAL PROVISIONS – HEALTH INSURANCE Payee, if health insurance is provided under this policy.

GENERAL PROVISIONS – HEALTH INSURANCE

Notice of Claim

Written notice of claim must be given to Crown Life within 20 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to Crown Life at its Home Office in Toronto, Canada, or to any authorized agent of Crown Life, with information sufficient to identify the insured employee, shall be deemed notice to Crown Life.

Failure to provide notice within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such notice within such time, provided such notice was given as soon as was reasonably possible.

Claims Forms

Crown Life, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss for a claim for loss of time because of disability must be received at a Group Claims Office of Crown Life within the ninety day period immediately following termination of the first weekly period for which Crown Life is liable, and further written proofs of the continuance of such disability must be received at a Group Claims Office of Crown Life at such intervals as Crown Life may reasonably require. For a claim for any loss other than for loss of time, written proof of loss must be received at a Group Claims Office of Crown Life within the ninety day period immediately following the date of such loss. A charge for which a claim is made for care, services or supplies shall be considered to have been incurred on the date the individual received the care, services or supplies for which the charge is made.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

Limitation of Action

No action at law or in equity shall be brought to recover under any health insurance benefit under this policy before the end of the sixty day period immediately following the date on which proof of loss is received at a Group Claims Office of Crown Life, nor shall such action be brought at all unless brought within the Limitation of Action time period shown in the POLICY SCHEDULE.

Extension of Time Limitation

If any time limitation of this policy for providing proof of loss, or for bringing an action at law or in equity, is less than the time limitation permitted by the law of the province or state in which the insured employee resides at the time this policy is issued, such time limitation of this policy is hereby extended to agree with the minimum period permitted by such law.

Medical Examination and Autopsy

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Crown Life shall have the right and opportunity to have an individual examined medically, at the expense of Crown Life, at such intervals as Crown Life may reasonably require during the time a claim is pending under this policy for such individual.

Crown Life shall also have the right and opportunity to have an autopsy performed, at the expense of Crown Life, at the death of any individual for whom there is a claim pending under the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT, if such benefit is included in this policy, where the performance of an autopsy is not forbidden by law.

Attending Physician

An insured individual may select any licensed physician as his attending physician.

Time of Payment of Claim

Indemnities payable under this policy for any loss under any health insurance benefit other than the EMPLOYEE WEEKLY INCOME BENEFIT shall be paid immediately upon receipt of due proof of such loss.

Indemnities payable under the EMPLOYEE WEEKLY INCOME BENEFIT, if included in this policy, shall be payable in accordance with the **Time of Payment** provision of such benefit.

Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the executors or administrators of the insured employee. Any other accrued indemnities unpaid at the insured employee's death may, at the option of Crown Life, be paid either to such beneficiary or to such executors or administrators. All other indemnities will be payable to the insured employee.

(continued on reverse side)

GENERAL PROVISIONS – HEALTH INSURANCE (Cont'd)

If any indemnity of this policy shall be payable to the executors or administrators of the insured employee, or to an insured employee or beneficiary who is a minor or otherwise not competent to give a valid release, Crown Life may pay such indemnity up to an amount not exceeding $500.00 to any relative by blood or connection by marriage of the insured employee or beneficiary who is deemed by Crown Life to be equitably entitled thereto. Any payment made by Crown Life in good faith pursuant to this provision shall fully discharge Crown Life to the extent of such payment.

Subject to any written direction of the insured employee in an application or otherwise all or a portion of any indemnities provided by this policy on account of hospital, nursing, medical or surgical service may, at Crown Life's option, and unless the insured employee requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the hospital or person rendering such services, but it is not required that the service be rendered by a particular hospital or person.

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GENERAL PROVISIONS — HEALTH INSURANCE

General Limitations

No amount shall be payable under this policy for care, services or supplies rendered or supplied to an insured individual

1. in connection with general health examinations,
2. for which he obtains or is entitled to obtain benefits under any government plan,
3. for which he is entitled to obtain benefits without charge,
4. as a result of intentionally self-inflicted sickness or injury,
5. as a result of insurrection or war, whether or not war be declared, any act incident to such insurrection or war, or participation in any riot.

If any part of this provision is not in conformity with the laws of the jurisdiction in which this policy is issued, the change required for conformity with such laws shall be as specifically stated in the POLICY SCHEDULE.

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GENERAL PROVISIONS — HEALTH INSURANCE

CO-ORDINATION OF BENEFITS

This provision shall apply to all of the health insurance benefits of this policy, other than the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT and the WEEKLY INCOME BENEFIT, if included.

Order of Benefit Determination

If an individual is entitled as a result of sickness or bodily injury to receive benefits under the health insurance benefits of this policy to which this provision shall apply, and is entitled simultaneously to receive benefits under any plan other than this policy which provides similar benefits, payment of benefits for such individual shall be resolved in accordance with the following order of benefit determination:

1. benefits of a plan other than this policy which does not contain a provision for reducing its benefits by co-ordination with other plans shall be determined prior to determination of the benefits of this policy;

2. benefits of a plan other than this policy which does contain a provision for reducing its benefits by co-ordination with other plans shall be co-ordinated with the benefits of this policy with priority given, in the order listed, to the plan under which the individual is entitled to receive benefits

   other than as a dependent,

   as a dependent of a male insured individual,

   as a dependent of a female insured individual,

   and if priority is not thereby readily established, benefits of such other plan shall be co-ordinated with the benefits of this policy with priority given to the plan under which the individual has been covered continuously for the longer period of time.

Amount of Benefits

The amount of benefits payable under this policy by the terms of this provision for Allowable Expenses incurred by the individual during any Claim Determination Period

1. shall not exceed the amount which would be payable under this policy in the absence of this provision, and

2. if, by the terms of this provision, benefits of this policy are determined after determination of the benefits of any other plan, benefits which would be payable under this policy in the absence of this provision shall be reduced to the extent that the sum of such reduced benefits and benefits payable under all other plans shall not exceed the total of such Allowable Expenses. Benefits payable under any other plan shall include benefits which would be payable if claim were duly made.

Facility of Administration

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For the purposes of determining the applicability and implementing the terms of this provision or of any other provision of similar purpose contained in any other plan,

1. Crown Life, without the consent of or notice to any person, may release to or obtain from any other insurance company or any other organization or from any person any information required by Crown Life for such purposes, and any individual claiming benefits under this policy shall supply to Crown Life any information required by Crown Life for such purposes;

2. Crown Life shall have the right to pay to any other insurance company or any other organization making payments which should have been made under this policy by the terms of this provision such amounts as Crown Life shall determine to be warranted to satisfy the intent of this provision, and any amounts so paid shall be considered to be benefits paid under this policy and shall discharge Crown Life from all liability under this policy, to the extent of such payments; and

(continued on reverse side)

CO-ORDINATION OF BENEFITS (Cont'd)

3. if payments have been made by Crown Life under this policy for Allowable Expenses in a total amount, at any time, which were in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, Crown Life shall have the right to recover such payments to the extent of such excess from one or more of any individuals to or for or with respect to whom such payments were made, any other insurance companies or any other organizations.

Definitions

As used in this provision, the term

Allowable Expense shall mean any necessary, reasonable and customary item of expense actually charged to the individual for whom claim is made under this policy, at least a portion of which is a covered expense under at least one other plan under which the individual is entitled to receive benefits,

Claim Determination Period shall mean a calendar year or, if shorter, that portion of a calendar year, during which the individual for whom claim is made is entitled to receive benefits under this policy, and

plan shall mean any policy, contract or other arrangement for group insurance, including any arrangement for such insurance under any hospital, medical or dental service organization plan, or any other service or prepayment plan, which is made through any employer, union, trustee, employee benefit association or professional association. Such term shall be construed separately with respect to each such policy, contract or other arrangement, and separately with respect to that portion of each such policy, contract or other arrangement which does reserve the right to take the benefits of other plans into consideration in the determination of benefits and that portion which does not.

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DEFINITIONS

WHEN USED IN THIS POLICY EACH TERM IS LIMITED IN MEANING TO THE DEFINITION SHOWN

AT WORK	ACTUALLY PRESENT AT THE LOCATION WHERE THE EMPLOYEE IS EMPLOYED ON A FULL-TIME AND FULL-PAY BASIS. AN EMPLOYEE WHOSE ABSENCE FROM WORK ON ANY DAY IS DUE SOLELY TO THE FACT OF IT BEING A STATUTORY HOLIDAY OR A DAY OF HIS PAID VACATION SHALL BE CONSIDERED TO BE AT WORK ON SUCH DAY FOR THE PURPOSE OF THIS DEFINITION
BASIC INSURANCE	ALL INSURANCE UNDER THIS POLICY
EARNINGS	REGULAR INCOME RECEIVED BY AN INSURED EMPLOYEE FROM THE EMPLOYER, EXCLUDING ANY COMMISSION, BONUS OR PAYMENT FOR OVERTIME
EMPLOYER	COUNTY OF YOLO
EMPLOYED OR EMPLOYMENT	EMPLOYED OR EMPLOYMENT BY THE EMPLOYER ON A PERMANENT, ACTIVE, FULL-TIME AND FULL-PAY BASIS
FULL-TIME AND FULL-PAY BASIS	A BASIS OF EMPLOYMENT WHICH REQUIRES THE EMPLOYEE TO BE AT WORK FOR AT LEAST 30 HOURS PER WEEK EITHER AT THE USUAL PLACE OF BUSINESS OF THE EMPLOYER OR AT A LOCATION TO WHICH THE BUSINESS OF THE EMPLOYER REQUIRES THE EMPLOYEE TO TRAVEL, AND FOR WHICH HE RECEIVES REGULAR EARNINGS FROM THE EMPLOYER
INSURED INDIVIDUAL	AN INSURED EMPLOYEE
PHYSICIAN OR SURGEON	A DULY LICENSED DOCTOR OF MEDICINE /M.D./, AND WHERE A PRACTITIONER IS DULY LICENSED UNDER THE APPROPRIATE STATE LICENSING AUTHORITY AND THE BENEFIT CLAIMED IS FOR A SERVICE WITHIN THE SCOPE OF HIS LICENSE AND WHICH WOULD BE REIMBURSED UNDER THIS POLICY HAD IT BEEN PERFORMED BY A DOCTOR OF MEDICINE, ANY PRACTITIONER WHICH CROWN LIFE IS REQUIRED BY THE STATE INSURANCE AUTHORITY TO RECOGNIZE UNDER THIS POLICY
POLICY MONTHS	COMPUTED FROM JULY 1, 1974
POLICY YEARS	FIRST POLICY YEAR - JULY 1, 1974 TO JUNE 30, 1975

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DEFINITIONS

	SUBSEQUENT POLICY YEARS COMPUTED FROM JULY 1, 1975 AND EACH JULY 1 THEREAFTER
EMPLOYEE	ONLY AN EMPLOYEE OF THE EMPLOYER, OTHER THAN AN EMPLOYEE OF THE SHERRIF'S DEPARTMENT, BUT SHALL EXTEND TO AND INCLUDE THE SHERRIF
COURSE OF DENTAL CARE	A TREATMENT OR SERIES OF TREATMENTS CERTIFIED AS NECESSARY BY A DENTIST, TO REPAIR AN INJURY TO, OR TO CORRECT A DEFECT OR DEFICIENCY IN, THE TEETH OR THE ASSOCIATED TISSUES OF THE MOUTH
DENTIST	A LICENSED GRADUATE OF A RECOGNIZED DENTAL FACULTY, HAVING RECEIVED A DIPLOMA AS A D.D.S. OR L.D.S. WHICH ENTITLES HIM TO TREAT TEETH AND THE ASSOCIATED TISSUES OF THE MOUTH
QUALIFIED DENTAL HYGIENIST	A PERSON WHO HAS TAKEN AND PASSED A COURSE IN DENTAL HYGIENE UNDER A RECOGNIZED DENTAL FACULTY, AND HAS RECEIVED A DIPLOMA AS A QUALIFIED DENTAL HYGIENIST

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POLICY SCHEDULE

EMPLOYEE CONTRIBUTIONS	NO PART OF THE PREMIUMS PAYABLE UNDER THIS POLICY ARE TO BE DERIVED FROM FUNDS CONTRIBUTED BY THE INSURED EMPLOYEES
GENERAL PROVISIONS HEALTH INSURANCE -	
LIMITATION OF ACTION	LIMITATION OF ACTION TIME PERIOD - 3 YEAR PERIOD IMMEDIATELY FOLLOWING THE EXPIRATION OF THE PERIOD OF TIME WITHIN WHICH PROOF OF LOSS IS REQUIRED
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POLICY CANCELLATION	CROWN LIFE RESERVES THE RIGHT TO CANCEL THIS POLICY OR ANY PORTION OF THIS POLICY BY GIVING THE POLICYHOLDER WRITTEN NOTICE OF CANCELLATION AT LEAST 31 DAYS PRIOR TO ANY OF THE FOLLOWING DATES
- HEALTH INSURANCE	THE END OF THE FIRST POLICY YEAR OR ANY ANNIVERSARY OF THIS DATE, OR ANY PREMIUM DUE DATE IF THE NUMBER OF INSURED EMPLOYEES IS LESS THAN 100% OF EMPLOYEES ELIGIBLE FOR HEALTH INSURANCE OR IS LESS THAN 25 EMPLOYEES
RATE GUARANTEES	
- HEALTH	PREMIUM RATES SHOWN IN THE PREMIUM RATES SCHEDULE ARE GUARANTEED UNTIL THE END OF THE FIRST POLICY YEAR AND MAY BE REVISED AT THE END OF SUCH POLICY YEAR OR ON ANY PREMIUM DUE DATE THEREAFTER

PREMIUM RATES SCHEDULE

	CLASS	MONTHLY PREMIUM
DENTAL	A	S 4.840

DEPENDENT CATEGORIES S - EMPLOYEES WHO HAVE NO INSURED DEPENDENTS

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E70462.1

APPLICATION FOR GROUP INSURANCE

USE FOR Group Life Insurance on this Term Renewable Term Plan
Group Ordinary Life Insurance and Group Health Insurance

CROWN LIFE
INSURANCE COMPANY

Policy
#23045

County of Yolo

I.O. Box 1031, Woodland, California 95695

Coun[illegible] Govern[illegible]

7 74

$ 500.00

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100 % OF ELIGIBLE EMPLOYEES 0

employees of the Sherrif's Department(the Sherrif himself is included-he's an elected officia

X

X

30 days

797

100 % OF ELIGIBLE EMPLOYEES

If 75% of eligible are enrolled

X UNMARRIED CHILDREN UNDER AGE 19

X PLUS STUDENTS UNDER AGE 23 ATTENDING A RECOGNIZED UNIVERSITY

HEALTH INSURANCE AT AGE 65

MEDICARE
COORDINATION OF BENEFITS
ELDERCARE

N/A

LIFE AT AGE 65 YES NO

IF YES GIVE DETAILS

N/A

N/A

N/A

X

Woodland, Ca. 11th Sept 1974

Chairman, Board of Supervisors
County of Yolo, State of California

HEALTH BENEFITS

EMP DEP

ACCIDENTAL DEATH AND DISMEMBERMENT

WEEKLY INCOME

HOSPITAL

SURGICAL

IS MATERNITY BENEFIT TO BE INCLUDED? EMPLOYEES YES NO DEPENDENTS YES NO

MATERNITY MAXIMUM AS PROVIDED UNDER SURGICAL SCHEDULE OR $

MULTIPLE PROCEDURES UP TO MAXIMUM YES NO

MEDICAL VISITED IN HOSPITAL UP TO $ PER VISIT MAXIMUM $ MAXIMUM DAYS

COMPREHENSIVE MEDICAL HOSPITAL CALLS $ OFFICE CALLS $ OTHER CALLS $

COMMENCING WITH THE TREATMENT FOR ACCIDENT AND THE TREATMENT FOR SICKNESS TO A MAXIMUM OF $

DIAGNOSTIC BENEFIT MAXIMUM $ SCHEDULED REIMBURSABLE UNIT CAP $

SUPPLEMENTARY ACCIDENT EXPENSE BENEFIT MAXIMUM $

COMPREHENSIVE MATERNITY BENEFIT MAXIMUM $

OR NORMAL $ MISCARRIAGE $ CAESAREAN $

MAJOR MEDICAL EXPENSE COMPREHENSIVE SUPPLEMENTARY BENEFIT MAXIMUM $

COINSURANCE CO-INSURANCE DOES NOT APPLY TO THE FIRST $ OF HOSPITAL EXPENSES DEDUCTIBLE $

INDIVIDUAL DEDUCTIBLE FAMILY DEDUCTIBLE $ DOES DEDUCTIBLE APPLY TO HOSPITAL EXPENSES? YES NO

MAXIMUM NUMBER OF DEDUCTIBLES PER FAMILY PER CALENDAR YEAR DOES DEDUCTIBLE APPLY TO MATERNITY EXPENSES? YES NO

PRE-EXISTING CONDITIONS NOT COVERED COVERED TO $

IS MATERNITY BENEFIT TO BE INCLUDED? EMPLOYEES YES NO DEPENDENTS YES NO

MATERNITY MAXIMUM $ RELATIVE VALUE SCHEDULE DOLLAR VALUE SCHEDULE

X

Dental Benefits

deductible $0.00

co-insurance

prosthetics 50/50

all other pro-
cedure. 70% - 1st year
80% - 2nd year
90% - 3rd year

maximum $500 -per policy year

California Special Schedule

TYPE OF MATERNITY BENEFIT NO MATERNITY

STANDARD MATERNITY

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LIFE BENEFITS

EMP DEP

GROUP TERM LIFE INSURANCE

ROLE

01

NO

DEPENDENTS TERM LIFE INSURANCE

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OTHERS

NOTE:

YES X NAME OF COMPANY

It is understood that coverage is to be retroactive to July 1, 1974, and county shall pay herewith the sum of $500.00 as a "binder" until identity and number of employees covered are determined.

A sample policy has been submitted and is on file.

The monthly premium to be paid by the county is $4.83 per eligible employee.

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FILED
JAN 24 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 75-1

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the UNIVERSITY OF CALIFORNIA AT DAVIS, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT - Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE -

See Signature Sheet

PROGRAM AGENTS NARRATIVE

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

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Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3 In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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Assurances and Certifications

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under section 604 of the Act. (Secs. 205(c)(7) and 604))

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes (where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

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8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name UNIVERSITY OF CALIFORNIA AT DAVIS	
Address	
City Davis, CA 95616	Phone: 752-6660
Program Director Manpower Coordinator	

1. Amount of funds allocated per this sub-grant:

   $ 36,432 .

2. Grant Period from January 10, 1975 to February 10, 1976

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (Legal Name of Sub-Grantee)	University of California, Davis (Address)
(Signature of Authorized Officer)	Title
Allen G. Marr, Dean Graduate Studies and Research (Typed Name & Title of Authorized Officer)	1-9-75 (Date of Application)

SY-52

AGREEMENT BOOK

FILED
JAN 14 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-2

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the CITY OF DAVIS hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL. Micro Method

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

See Signature Sheet

PROGRAM AGENTS NARRATIVE

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A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

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3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities whith will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act.except where exempt under section 604 of the Act. (Secs. 205(c)(6) and 604))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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Assurances and Certifications

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name CITY OF DAVIS	
Address 226 F Street	
City Davis, CA 95616	Phone: 756-3740
Program Director City Manager	

1. Amount of funds allocated per this sub-grant:

   $ 20,328 .

2. Grant Period from January 10, 1975 to February 10, 1976

Per Bob Kenyon on January 7, 1975, funding is for two Maint. Worker I positions - one effective Jan. 10, 1975 and one effective Feb. 10, 1975.
ACM

CITY OF DAVIS (Legal Name of Sub-Grantee)	226 F Street (Address)
Howard L. Reese (Signature of Authorized Officer)	City Manager Title
Howard L. Reese, City Manager (Typed Name & Title of Authorized Officer)	January 7, 1975 (Date of Application)

SY-52

Agreement Book

FILED

JAN 1 4 1975

LAUREN[illegible] Clerk

By [illegible] Deputy

AGREEMENT NO. 75-3

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the DAVIS JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

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Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities whith will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10)))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(3)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under section 604 of the Act. (Secs. 205(c)(5) and (6))

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

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8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name	DAVIS JOINT UNIFIED SCHOOL DISTRICT
Address	23 Russell Blvd.
City	Davis, CA 95616 Phone: 756-0300
Program Director	School Superintendent

1. Amount of funds allocated per this sub-grant:

   $ 37,764 .

2. Grant Period from January 10, 1975 to February 10, 1976

(Legal Name of Sub-Grantee) (Address)

(Signature of Authorized Officer) Title: Assoc. Supt.

(Typed Name & Title of Authorized Officer) (Date of Application)

SY-52

Agreement Book

FILED
JAN 14 1975
LAURENCE P. HERIGAN, Clerk
By Sue C Berry Deputy

AGREEMENT NO. 75-4

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the CITY OF WINTERS hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE -

X James L. Anderson
MAYOR

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

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Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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Assurances and Certifications

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(7)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act.except where exempt under section 604 of the Act. (Secs. 205(c)(7) and 604)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name CITY OF WINTERS	
Address City Hall	
City Winters, CA 95694	Phone: 795-4910
Program Director City Manager	

1. Amount of funds allocated per this sub-grant:

   $ 19,992 .

2. Grant Period from January 10, 1975 to February 10, 1976

CITY OF WINTERS, CALIFORNIA (Legal Name of Sub-Grantee)	CITY HALL PO BOX 457 (Address)
X Jack L. Atherton (Signature of ~~Authorized~~ Officer)	Title MAYOR
JACK ATHERTON, MAYOR (Typed Name & Title of Authorized Officer)	1-8-75 (Date of Application)

SY-52

AGREEMENT BOOK

FILED
JAN 14 1975
LAURENCE P. HENIGAN, Clerk
By Sue C. Berry Deputy

AGREEMENT NO. 75-5

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the WINTERS JOINT UNIFIED SCHOOL DISTRICT hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE -

District Superintendent

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

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Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act.except where exempt under section 604 of the Act. (Secs. 205(c)(1) and (7))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

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SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name
WINTERS JOINT UNIFIED SCHOOL DISTRICT

Address
47 Main Street

City
Winters, CA 95694 Phone: 795-4588

Program Director
District Superintendent

1. Amount of funds allocated per this sub-grant:
$ 23,496.

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2. Grant Period from January 10, 1975 to February 10, 1976

WINTERS JOINT UNIFIED SCHOOL DISTRICT (Legal Name of Sub-Grantee)	47 MAIN STREET, WINTERS, CALIF. 95694 (Address)
JAMES N. BERNARDY (Signature of Authorized Officer)	DISTRICT SUPERINTENDENT Title
JAMES N. BERNARDY (Typed Name & Title of Authorized Officer)	JANUARY 9, 1975 (Date of Application)

SY-52

Agreement Book

FILED

JAN 14 1975

LAURENCE P. HENGAN, Clerk

By Sue C Berry Deputy

AGREEMENT NO. 75-6

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the WINTERS FIRE PROTECTION DISTRICT hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

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A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT - Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE -

V.C. Bruhn Fire Chief

PROGRAM AGENTS NARRATIVE

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

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Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

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for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities whith will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act. (Secs. 605(a)(1) and 204)

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name
WINTERS FIRE PROTECTION DISTRICT

Address
10 Abbey Street

City
Winters, CA 95694 Phone: 795-4131

Program Director
Fire Chief

1. Amount of funds allocated per this sub-grant:

$ 16,080 .

2. Grant Period from January 10, 1975 to February 10, 1976

Winters Fire Protection District 10 Abbey St
(Legal Name of Sub-Grantee) (Address)

V. C. Burke Fire Chief
(Signature of Authorized Officer) Title

(Typed Name & Title of Authorized Officer) (Date of Application)

SY-52

Agreement Book

AGREEMENT NO. 75-7

FILED

(CETA Title VI Agreement)

LAURENCE F. HENIGAN, Clerk

By

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the ESPARTO JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

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E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

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of this Agreement.

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A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

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B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE -

John G Gutt

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

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Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under section 604 of the Act. (Secs. 205(c)(1) and 604))

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

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8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name	ESPARTO JOINT UNIFIED SCHOOL DISTRICT
Address	Road 1, Box 182
City	Esparto, CA 95627
Phone:	787-3446
Program Director	District Superintendent

1. Amount of funds allocated per this sub-grant:

   $ 25,980 .

2. Grant Period from January 10, 1975 to February 10, 1976

ESPARTO UNIFIED SCHOOL DISTRICT (Legal Name of Sub-Grantee)	ROUTE 1, BOX 182, Esparto (Address)
John G. Griffin (Signature of Authorized Officer)	Superintendent Title
John P. Griffin, Superintendent (Typed Name & Title of Authorized Officer)	January 7, 1975 (Date of Application)

SY-52

Agreement

WUSD
REC'D BUSINESS OFFICE
JAN 7 3 44 PM '75

FILED
JAN 6 1975
LAURENCE P. HENIGAN, Clerk
By Bruce Berry Deputy

AGREEMENT NO. 75-8

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the WASHINGTON UNIFIED SCHOOL DISTRICT hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

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12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Covernment will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy (L.) Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE -

Asst Supt Bus

PROGRAM AGENTS NARRATIVE

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

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Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

f. It will comply with the requirement that no program under the Act shall involve political activities.

g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in sect. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under section 604 of the Act. (Sec. 205(c)(2)) (Sec. 205(c)(3))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

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8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

ACKNOWLEDGMENT OF EMPLOYMENT
UNDER EMERGENCY JOBS AND UN-
EMPLOYMENT ASSISTANCE ACT

To Washington Unified School District
(Name of Sub-Grantee)

(Subgrantee agency funded under
Emergency Jobs and Unemployment
Assistance Act)

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The undersigned acknowledges that he has made application for employment by you in a position which is funded under the Emergency Jobs and Unemployment Assistance Act. The undersigned understands that this position shall be in effect only for a period of twelve months and so long as Federal funding is available therefor. The undersigned acknowledges also that there is no assurance that further employment will be available to him after this position has expired. The undersigned also acknowledges that you as employer have no obligation to transfer the undersigned to another position within your agency.

Dated: 1/13/75

Applicant

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name WASHINGTON UNIFIED SCHOOL DISTRICT	
Address 930 West Acres Road	
City West Sacramento, CA 95691	Phone: 371-9300
Program Director District Superintendent	

1. Amount of funds allocated per this sub-grant:

   $ 26,448 .

2. Grant Period from January 10, 1975 to February 10, 1976

Washington Unified School District (Legal Name of Sub-Grantee)	930 West Acres Road West Sacramento, Ca. 95691 (Address)
(Signature of Authorized Officer)	Asst. Superintendent, Bus. Oper. Title
Marino Pierucci Asst. Superintendent, Business Operations (Typed Name & Title of Authorized Officer)	1/13/75 (Date of Application)

SY-52

#23064

FILED
JAN 13 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Corral
Deputy

AGREEMENT NO. 75-9

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the WOODLAND JOINT UNIFIED SCHOOL DISTRICT hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUBGRANTEE -

James L. Loughridge
Superintendent

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name WOODLAND JOINT UNIFIED SCHOOL DISTRICT	
Address 175 Walnut	
City Woodland, CA 95695	Phone: 662-0201
Program Director District Superintendent	

1. Amount of funds allocated per this sub-grant:

   $ 23,064 .

2. Grant Period from January 10, 1975 to February 10, 1976

(Legal Name of Sub-Grantee)	(Address)
James S. Loughridge (Signature of Authorized Officer)	Superintendent Title
James S. Loughridge, Superintendent (Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

Requested Positions
(Title VI)

Woodland Schools	Annual Salary & Benefits	Period of Employment
Library Clerk I	$7,560	Jan. 10, 1975
Library Clerk I	7,560	Feb. 10, 1975
Warehouse Clerk	7,944	"

Total Allocation - $23,064

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PROGRAM AGENTS NARRATIVE

Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

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Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

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Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

f. It will comply with the requirement that no program under the Act shall involve political activities.

g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

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Assurances and Certifications

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities whith will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(3)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act,except where exempt under section 604 of the Act. (Secs. 204(c)(3) and 205(c))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes,except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

AGREEMENT NO. 75-10

FILED
JAN 1 1975
ANCE P. HENIGAN, Clerk
By Sue C Berry

(CETA Title VI Agreement)

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the WEST PLAINFIELD FIRE PROTECTION DISTRICT, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

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12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

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C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

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B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

SUBGRANTEE -

Jerry Waldendorf
Chairman of the Board of Commissioners
West Plainfield Fire Protection District

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A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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Assurances and Certifications

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities whith will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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Assurances and Certifications

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act, except where exempt under section 604 of the Act. (Secs. 204(c)(1) and 205(c))

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Assurances and Certifications

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name	WEST PLAINFIELD FIRE PROTECTION DISTRICT
Address	Route 1, Box 2415
City	Davis, CA 95616
Phone:	662-8871
Program Director	Fire Chief

1. Amount of funds allocated per this sub-grant:

   $ 14,040 .

2. Grant Period from January 10, 1975 to February 10, 1976

West Plainfield Fire Protection District (Legal Name of Sub-Grantee)	Rt. 1 Box 2415 Davis, California 95616 (Address)
Percy H. Wilkendorf (Signature of Authorized Officer)	Chairman-Board of Commissioners Title
Percy H. Wilkendorf Chairman-Board of Commissioners (Typed Name & Title of Authorized Officer)	January 8th, 1975 (Date of Application)

SY-52

AGREEMENT NO. 75-11

(CETA Title VI Agreement)

FILED
JAN 16 1975
LAURENCE P. HENIGAN, Clerk
By Sue C Berry

THIS AGREEMENT made and entered into this 6th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the YOLO COUNTY HOUSING AUTHORITY hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

5. TERMINATION.

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A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT - Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE - Yolo County Housing Authority

Executive Director

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

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Sub-Grantee Name
YOLO COUNTY HOUSING AUTHORITY

Address P. O. Box 57,

City Woodland, CA 95695 Phone: 662-7043

Program Director
Executive Director

1. Amount of funds allocated per this sub-grant:

$ 17,664 .

2. Grant Period from January 10, 1975 to February 10, 1976

YOLO COUNTY HOUSING AUTHORITY (Legal Name of Sub-Grantee)	P. O. Box 57, Woodland, Ca. 95695 (Address)
D. Ross Parker (Signature of Authorized Officer)	Director Title
D. Ross Parker, Executive Director (Typed Name & Title of Authorized Officer)	January 6, 1975 (Date of Application)

SY-52

Requested Positions
(Title VI)

Yolo Housing Authority	Annual Salary & Benefits	Period of Employment
Maintenance Mech. I	$8,832	Jan. 10, 1975
Maintenance Mech. I	8,832	Feb. 10, 1975

Total Allocation - $17,664

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Eligibility for Title VI Positions

A person is eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL requires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

Hiring Procedure

Local agencies are requested to contact EDD to place job orders and indicate the number of persons they wish to interview for a particular job using EDD referals. Local agencies are to inform EDD as to who will do the interviewing. Once the agency has interviewed the applicants and has selected a participant to hire, that local agency will inform the Program Agent of their decision and obtain Program Agent's approval to hire.

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Progress Report

Because of the nature of the Title VI program, immediate and frequent reports on client and financial activity will be necessary. To acquire this needed information progress reports will be required monthly for the duration of the program.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued euployment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act.exept where exempt under section 604 of the Act. (Secs. 204(c)(1) and 204(2))

Micro Fiched

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

Micro Fiched

EXTRACT OF MINUTES OF A REGULAR MEETING
OF THE HOUSING AUTHORITY OF THE COUNTY
OF YOLO HELD ON JAN. 7, 1975

The meeting was called to order by Vice-Chairman Ramos. Upon roll call the following were present:

PRESENT: Vice-Chairman Ramos
Commissioner Purtell
Commissioner Brinley

ABSENT: Commissioner Day
Commissioner Stephens

Also present were: Gary Wirth, Schafer & Wirth, Architects; Haig Shamshoian, Former Executive Director; Mary Barnes, Democrat; Walter Loewan, Sacramento Bee; Ed Marquez and D. Ross Parker, Housing Authority Staff.

****

NEW BUSINESS: Secretary Parker presented the Commission with contracts received from the County of Yolo, Comprehensive Employment Training Act, (CETA). Following review of the proposed contracts and discussion, Purtell proposed the following resolution:

> The Yolo County Housing Authority Board of Commissioners resolves its intention to enter into contractual agreements with the County of Yolo, relative to the Comprehensive Employment Training Act (CETA) and further, that Secretary D. Ross Parker is authorized to sign documents pertaining to the above agreements.

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Brinley seconded, and upon roll call the Resolution was carried unanimously and designated Resolution #220

****

CERTIFICATE

I, D. Ross Parker, the duly appointed, qualified and acting Secretary of the Housing Authority of the County of Yolo, do hereby certify that the above extract from the minutes of the Regular meeting of the Commissioners of said Authority, held Jan. 7, 1975, is a true and correct copy of the original minutes of said meeting on file and of record insofar as said original minutes relate the matter set forth in said extract, and I do further certify that the copy of the motion appearing in said extract, is a true and correct copy of the motion adopted at said meeting and on file and of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Authority this 8th day of January, 1975.

D. Ross Parker, Secretary

FILED

JAN 13 1975

LAURENCE P. HENIGAN, Clerk
By BARBARA J. RODGERS Deputy

AGREEMENT NO. 75-12

(Amendment to Lease Agreement)

THIS AMENDMENT TO LEASE AGREEMENT made and executed this 13th day of January 1975 by and between CLIFFORD W. GARRISON of Esparto, California, hereinafter called LESSOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called LESSEE,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto entered into a Lease Agreement dated December 1966 known as Yolo County Agreement No. 66-88.
2. Said Agreement No. 66-88 contained an option for a renewal term, and the County of Yolo exercised said option and modified said Agreement No. 66-88 by Agreement No. 71-652.
3. Agreement No. 66-88 contained a provision authorizing the lease to be modified during its life by mutual consent of the parties and the parties desire to exercise that authority for modification.

AGREEMENTS:

1. Paragraph 4 of Agreement No. 66-88 as amended is hereby amended to read as follows:

   4. The monthly rental for said space shall be the sum of ONE HUNDRED SEVENTY ($170) DOLLARS payable on the first day of each calendar month during the term of this lease or renewal thereof. Of said sum, ONE HUNDRED FIFTY ($150) DOLLARS shall be allocated to rent and TWENTY ($20) DOLLARS shall be allocated to water, garbage service and maintenance of the grounds.

2. Paragraph 5 of Amendment No. 66-88 as amended is hereby amended to read as follows:

5. LESSOR shall furnish and pay all charges for water, garbage service and maintenance of the exterior of the building and the grounds. LESSEE shall furnish and pay all charges for electricity and janitorial services for the interior of the building.

3. This modification shall be effective as of the day and year first above written.

4. In all other respects, the terms of said Agreement No. 66-88 as amended are hereby ratified and confirmed.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers DEPUTY

(SEAL)

Clifford W. Garrison
CLIFFORD W. GARRISON, LESSOR

FILED

JAN 31 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-13

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 13th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and ESPARTO COMMUNITY HALL CORPORATION, a non-profit corporation, hereinafter called GRANTEE,

W I T N E S S E T H:

Micro Fiched

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for recreation purposes (31 CFR § 51.31(a)(1)(v); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of $9,000.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

b. Agrees to maintain proper and adequate records

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and ledgers sufficient to enable an audit of same in the event audit is necessary or appropriate, and to make said records available to such audit upon reasonable request of COUNTY;

c. Agrees that none of these funds will be used, directly or indirectly, as matching funds to obtain other Federal funds;

d. GRANTEE covenants and warrants that it shall indemnify, defend, and hold COUNTY free and harmless from any loss, claim, or cause of action of any nature whatsoever arising from any of its conduct in the performance of this agreement.

e. Agrees to maintain its fiscal accounts in a manner sufficient to:

Micro Fiched

1) Permit the reports required by the Secretary of the Treasury to be prepared therefrom,

2) Document compliance with the matching funds certification,

3) Permit the tracing of entitlement funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act;

f. Agrees that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with these funds;

g. Agrees to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d);

h. Agrees that the activities to be undertaken under said proposal will be administered by or under the supervision of GRANTEE;

i. Agrees to comply with the provisions of the Hatch

Act which limit political activities of governmental employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P.HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Micro Fiched

ESPARTO COMMUNITY HALL CORPORATION, a non-profit corporation

BY J. H. Bradshaw
President
Jean Errington

FILED
JAN 21 1975
LAURENCE P. HENGEL, Clerk
By PAULA C. CORRAL

BK.

AGREEMENT NO. 75-14

THIS AGREEMENT made this 13th day of January, 1975, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and THOMAS A. NICKENS, Attorney at Law, hereinafter called CONTRACTOR,

WITNESSETH:

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RECITALS:

1. The District Attorney of Yolo County, C. Robert Jameson, together with Deputy District Attorney, David H. Tennant, are now assigned to prosecute the criminal case of People v. Conover and McClelland which case arose in Yolo County and is being tried in Contra Costa County after a change of venue was ordered by the Superior Court of Yolo County. The said trial is expected to last for three months. During this period the District Attorney's Office will not have an adequate number of attorneys to properly discharge its duties.
2. Thomas A. Nickens is a member of the California Bar with experience in criminal law matters.
3. COUNTY desires to obtain and CONTRACTOR desires to provide the said CONTRACTOR'S services as a Deputy District Attorney during the time that the District Attorney's Office remains understaffed.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement CONTRACTOR agrees to act as a full-time Deputy District Attorney of Yolo County for as long as this agreement remains in force.
2. In accordance with the terms and conditions of this agreement COUNTY agrees as follows:

   A. To pay CONTRACTOR semi-monthly for services rendered pursuant to this agreement at a monthly rate of $1053.00.

   B. To reimburse CONTRACTOR in the sum of fifteen cents (.15) per mile for the first 300 miles each month, and in the sum of twelve cents (.12) per mile for each mile thereafter for travel pursuant to this agreement but not including mileage between CONTRACTOR'S home

and place of work.

3. IT IS MUTUALLY AGREED that:

A. The term of this agreement shall commence on January 14, 1975, and shall be renewed automatically for additional renewal terms of one month beginning February 14, 1975, unless notice of non-renewal is given in writing by either party at least seven days prior to the expiration of each term on renewal term. Micro Fiched

B. In the performance of the work, duties and obligations devolving upon him under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor practicing his profession of counsellor. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform his work and function except that CONTRACTOR does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

C. No alterations or variation of the terms of this agreement shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR:

ATTEST:
LAURENCE P. HENIGAN, CLERK

By BARBARA A. RODGERS
DEPUTY

Original Signed
THOMAS A. NICKENS

Approved as to form

CHARLES R. MACK
CHARLES MACK, County Counsel

By Robert D. Rule

JAN - 1 1975

RECEIVED
JAN 23 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
JAN 23 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

Micro Fiched

AGREEMENT NO. 75-15

COUNTY OF YOLO
MODIFICATION OF SUB-GRANT UNDER
EMERGENCY EMPLOYMENT ACT

Sub-Grantee Name

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Address

City

Phone:

WINTERS, CALIFORNIA

Program Director

DATE OF MODIFICATION
JANUARY 9, 1975

The SUBGRANT between the parties, Yolo County Agreement No. 74-213 is hereby modified as follows:

1. Net amount of funds affected by this modification: Increase of $1,824

2. The grant period originally starting on July 22, 1974 and ending on March 31, 1975 is hereby modified to end on June 30, 1975.

3. This modification is effective on the Date of Modification set forth above.

WINTERS JOINT UNIFIED SCHOOL DISTRICT	COUNTY OF YOLO
(Legal Name of Sub-Grantee)	
(Signature of Authorized Officer)	Betsy A. Marchand
James N. Bernardy District Superintendent	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara A Rodgers DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 75-16

COUNTY OF YOLO
MODIFICATION OF SUB-GRANT UNDER
EMERGENCY EMPLOYMENT ACT

Micro Fiched

Sub-Grantee Name

CITY OF DAVIS

FILED
JAN 15 1975
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS DEPUTY

Address

City

DAVIS, CALIFORNIA

Phone

Program Director

DATE OF MODIFICATION
JANUARY 9, 1975

The SUBGRANT between the parties, Yolo County Agreement No. 74-133 is hereby modified as follows:

1. Net amount of funds affected by this modification: Decrease of $3,421

2. The grant period originally starting on July 22, 1974 and ending on March 31, 1975 is hereby modified to end on June 30, 1975.

3. This modification is effective on the Date of Modification set forth above.

CITY OF DAVIS	COUNTY OF YOLO
(Legal Name of Sub-Grantee)	
Howard P. Rue	Betsy A. Marchand
(Signature of Authorized Officer)	
	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Pete E. Lucas DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 75 - 17

FILED

JAN 31 1975

LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By Micro Fiche Deputy

COUNTY OF YOLO
MODIFICATION OF SUB-GRANT UNDER
EMERGENCY EMPLOYMENT ACT

Sub-Grantee Name REGENTS OF THE UNIVERSITY OF CALIFORNIA	
Address	
City DAVIS, CALIFORNIA	Phone: 752-6660
Program Director LARRY HOOVER	DATE OF MODIFICATION JANUARY 9, 1975

The SUBGRANT between the parties, Yolo County Agreement No. 74-134 is hereby modified as follows:

1. Net amount of funds affected by this modification: Decrease of $7,056

2. The grant period originally starting on July 22, 1974 and ending on March 31, 1975 is hereby modified to end on June 30, 1975.

3. This modification is effective on the Date of Modification set forth above.

REGENTS OF THE UNIVERSITY OF CALIFORNIA (Legal Name of Sub-Grantee)	COUNTY OF YOLO
Elmer W. Lear for (Signature of Authorized Officer)	Betsy A. Marchand
Allen G. Marr, Dean Graduate Studies & Research (Typed Name & Title of Authorized Officer)	BETSY A. MARCHAND, CHAIRMAN BOARD OF SUPERVISORS ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS BY Barbara Rodgers DEPUTY

SY-52

(SEAL)

Micro Fiched

FILED
JAN 20 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

RECEIVED

AGREEMENT NO. 75-18

COUNTY OF YOLO
MODIFICATION OF SUB-GRANT UNDER
EMERGENCY EMPLOYMENT ACT

Micro Fiched

Sub-Grantee Name

CITY OF WOODLAND

Address

City Phone:

WOODLAND, CALIFORNIA

Program Director

DATE OF MODIFICATION
JANUARY 9, 1975

The SUBGRANT between the parties, Yolo County Agreement No. 74-132 is hereby modified as follows:

1. Net amount of funds affected by this modification: Increase of $2,250

2. The grant period originally starting on July 22, 1974 and ending on March 31, 1975 is hereby modified to end on June 30, 1975.

3. This modification is effective on the Date of Modification set forth above.

CITY OF WOODLAND	COUNTY OF YOLO
(Legal Name of Sub-Grantee)	
Thos A. Stinson	Betsy A. Marchand
(Signature of Authorized Officer)	
	BETSY A. MARCHAND, CHAIRMAN
(Typed Name & Title of Authorized Officer)	BOARD OF SUPERVISORS
	ATTEST: LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	BY Barbara A. Rodgers DEPUTY

SY-52

(SEAL)

FILED

JAN 21 1975

LAWRENCE P. HENIGAN, Clerk Agreement No. 75-19

By Paula C. Corral Deputy

Sacramento, California

December 15th, 1974.

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Documents Nos. 74-28 and 74-29 in the form of 2 Grant Deeds covering the following described property:

Micro Fiched

A parcel of land being a portion of Lot 92 of Boulevard Subdivision, according to the Official plat thereof, filed in the Office of the Recorder of the County of Yolo, in Book 2 of Maps, at Page 74, said parcel being more fully described as follows:

COMMENCING at the Northeast corner of said Lot 92; thence West 21.74 feet to intersection of the Westerly right of way line of Antioch Avenue with the Southerly right of way line of David Road, THE TRUE POINT OF BEGINNING; THENCE West 208.80 feet along said Southerly line of Davis Road; thence South 79°12'42" East 165.57 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 25.00 feet, through a central angle of 102°17'22", with a chord bearing South 27°34'01" East 38.94 feet, an arc length of 44.63 feet to a point of cusp with the said Westerly right of way line of Antioch Avenue; thence North 23°04'40" East 71.03 feet along said Westerly right of way line to the true point of beginning.

Containing 0.093 acres.

have been executed and delivered to Western Title Guaranty Company, Yolo County Division, Woodland, California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

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II. The County shall:

A. Pay the undersigned grantor the sum of $558.00 for the property as conveyed by Grant Deeds Nos. 74-28 and 74-29 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 68258 with Western Title Guaranty Company of Woodland. Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

C. Pay T. J. LABHARD, attorney fees in the sum of $150.00.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: December 15th, 1974.

Estate of JOSEPH B. MENTE, also known as JOSEPH BARTHOLOMEW MENTE, also known as JOE B. MENTE, also known as J. B. MENTE, also known as JOE MENTE, deceased.

Recommended for Approval

By: x Gertrude L. Mente
GERTRUDE L. MENTE, Executrix

By: Lloyd H Roberts

x Gertrude L. Mente
GERTRUDE L. MENTE
GRANTOR.

Approved as to Form
Dated JAN 21 1975
CHARLES R. MACK
County Counsel of Yolo County
By Robert Rest
Deputy

COUNTY OF YOLO

Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

LOWRY & ASSOCIATES
SOIL ENGINEERS

YOLO COUNTY AGREEMENT NO. 75-20 (1.8)

December 26, 1974

FILED
JAN 2 1975
LAURENCE P. HANSAN, Clerk
By Pauline C. Corral Deputy

DEC 1974 RECEIVED MB FM

County of Yolo
c/o Mau, Barnum, Folsom & Mirra
Architects & Planners, A.I.A.
2224 Beaumont Street
Sacramento, California 95815

Subject: Arthur F. Turner Library
Merkley Avenue
West Sacramento, California

Gentlemen:

As discussed with your Mr. Doud and with Ron Folsom, we are submitting this proposal for the performance of a Foundation Engineering Investigation of the subject site.

Micro Fiched

Our proposed scope of work would include the drilling of approximately three borings to estimated depths of ten to 20 feet below grade, as well as the recovery of typical subgrade samples from the building and proposed parking areas. Relatively undisturbed soil samples would be obtained from the borings and laboratory testing would be accomplished upon selected samples to define their engineering properties. Following analysis, a formal report would be prepared containing boring logs, test results and conclusions and recommendations regarding required site preparation (including earthwork specifications), foundation design, floor support and pavement design alternatives if desired.

It is anticipated that this work can be accomplished for a fee of approximately $1050 without pavement design or $1150 if pavement design alternatives are required. Final billing would be determined in accordance with the attached standard schedule of fees for the work required.

The above fee does not include consideration of testing and inspection costs during construction since it is impossible at this time to determine our required scope of work.

If this proposal is acceptable, would you please sign in the space below, designate whether you desire a pavement design for the

x BAM
Initials

XEROX COPY

TERMS

1. Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing professional services, LOWRY & ASSOCIATES and/or LOWRY TESTING LABORATORIES, hereinafter referred to as LOWRY, will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against LOWRY on account of any design defect, error, omission, or professional negligence to a sum not to exceed $50,000, or the amount of his fee, whichever is greater. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by LOWRY of such limitation of liability for design defects, errors, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against LOWRY. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and LOWRY to such contractor or subcontractor arising out of an alleged design defect, error, omission, or professional negligence shall be allocated between the Client and LOWRY in such a manner that the aggregate liability for LOWRY for such design defect to all parties, including the Client, shall not exceed $50,000, or the amount of LOWRY's fee, whichever is greater.

2. Claims by Client

In the event the Client makes a claim or brings an action against LOWRY for any act arising out of the performance of his professional services, and the Client fails to prove such claim or action, then the Client shall pay all legal and other related costs and expenses incurred by LOWRY in defense of such claim or action.

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3. Warranty of Authority to Sign

The person signing this contract warrants he has authority to sign as, or on behalf of, the Client for who or for whose benefit LOWRY's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty a reasonable attorney's fee shall be included in any judgment rendered.

4. Samples

All samples will be disposed of, or destroyed upon completion of testing unless you advise us otherwise. Upon request, we will deliver samples to you, charges collect, or we will store them for you for an agreed storage charge.

5. Payment

Invoices for our services will be submitted at our option, but not more than once a month. Invoices will be mailed to the Client and will be due immediately, but will not be delinquent if paid on or before the 45th day from the date of the billing. If payment is not so made, a FINANCE CHARGE will be due on the amount of the invoices at the rate of one and one half percent (1½%) per month from the date of the invoice until the same is paid. If account becomes delinquent, all costs and expenses incurred by LOWRY to effect collection thereof shall be paid by the Client.

6. Liability

We are protected by Workmen's Compensation Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates thereof upon request. We assume the risk of damage caused by ourselves to our supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage than we presently have, we, if specifically directed by you, will take out additional insurance (if procurable) to protect us, at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

LOWRY & associates - Sacramento

SCHEDULE OF FEES FOR SOIL & FOUNDATION ENGINEERING

June 1, 1974

1. Field Exploration	
a. Test borings with undisturbed sampling, test probings or other exploration using drill rig and crew	$ 50.00 per hour
b. Rental equipment and labor	Cost plus 15%
2. Laboratory Testing	
a. Moisture Content	4.50 each
b. Dry Unit Weight	5.50 each
c. Unconfined Compression	15.00 each
d. Confined Compression	35.00 each
e. Triaxial Compression	
Undisturbed Specimens	35.00 per point
Remolded	40.00 per point
f. Consolidation	100.00 each
g. Atterberg Limits	30.00 each
h. Grading Analysis	Micro Fiched
Fine, including wash	20.00 each
Coarse	10.00 each
Hydrometer Analysis	50.00 each
i. Compaction Characteristics: Laboratory maximum density - optimum moisture	
AASHO T99 - ASTM D698	
Methods A & C	55.00 each
Methods B & D	70.00 each
AASHO T180 - ASTM D1557	
Methods A & C	65.00 each
Methods B & D	80.00 each
California 216	75.00 each
j. CBR Series on three prepared samples, including laboratory compaction curve, Corps of Engineers Method	
Cohesionless Soils	175.00 each
Cohesive Soils	Quotation on Request
k. Resistance "R" Value with expansion pressure, three prepared samples, California 301	
Untreated Samples	70.00 each
Cement or Lime Stabilized Samples	90.00 each
3. Engineering & Report	
a. Technician	14.00 per hour
b. Senior Technician	17.00 per hour
c. Engineer/Geologist	25.00 per hour
d. Senior Engineer/Senior Geologist	30.00 per hour
e. Principal/Consultant	50.00 per hour

site and return a copy of this letter as our written authorization. The contents of this letter and the terms contained on the reverse side of the first page would constitute the agreement for our services.

Very truly yours,

LOWRY & associates

Thomas S. Wallace

TSW:jlb

Attachment

AUTHORIZATION:

Betsy A. Marchand
Signature

Date

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Betsy A. Marchand
Chairman, Board of Supervisors
Printed or Typed Name

County of Yolo
Representing

Please initial first page.

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK,

By Paula C. Conrad
Deputy

(SEAL)

CHARLES R. MACK
COUNTY COUNSEL
BY
CHIEF DEPUTY COUNTY COUNSEL
1-27-75

FILED
JAN 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-21

THIS AGREEMENT made and entered into this 13th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Esparto Unified School District,

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

MEMO COPY

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL. Micro Fiched

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

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SUBGRANTEE - Esparto Unified School District

Superintendent

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8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

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C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

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for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-364) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

ESPARTO UNIFIED SCHOOL DISTRICT

Positions approved by the County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

	Total Allocation
One Account Clerk	$ 3,360.00
One Clerk Typist	3,068.00
	$ 6,428.00

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SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	Esparto Unified School District
Address	705 Omega Street
City	Esparto, CA 95627
Phone:	(916) 787-3446
Program Director	Mr. John P. Griffin

1. Amount of funds allocated per this sub-grant:

$ 6,428.00 .

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2. Grant Period from January 1, 1975 to June 30, 1975.

Esparto Unified School District	705 Omega Street Esparto, CA 95627
(Legal Name of Sub-Grantee)	(Address)
[signature]	Superintendent
(Signature of Authorized Officer)	Title
John P. Griffin Superintendent	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

AGREEMENT NO. 75-22

FILED
JAN 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara B. Rodgers
Deputy

THIS AGREEMENT made and entered into this 13th day of January, 197 5, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo County Housing Authority,

hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordan with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

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SUBGRANTEE - Yolo County Housing Authority

Executive Director

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	Yolo County Housing Authority
Address	P. O. Box 57
City	Woodland, CA 95695, Phone: (916) 662-7043
Program Director	Mr. D. Ross Parker

1. Amount of funds allocated per this sub-grant:
   $ 4,928.00

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2. Grant Period from January 1, 1975 to June 30, 1975.

Yolo County Housing Authority	P. O. Box 57 Woodland, CA 95695
(Legal Name of Sub-Grantee)	(Address)
D. Ross Parker	Director
(Signature of Authorized Officer)	Title
D. Ross Parker Executive Director	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

YOLO COUNTY HOUSING AUTHORITY

Position approved by the County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

	Total Allocation
One Maintenance Mechanic II	$ 4, 928.00

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-99, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

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for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the Armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(3))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED
JAN 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-23

THIS AGREEMENT made and entered into this 13th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Washington Fire Department, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

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PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

SUBGRANTEE - Washington Fire Department

A. M. Bartel
Fire Chief

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	Washington Fire Department
Address	317 Third Street
City	Broderick, CA 95606
Phone:	(916) 372-0424
Program Director	Mr. A. M. Bertsch

1. Amount of funds allocated per this sub-grant:
$ 10,934.00

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2. Grant Period from January 1, 1975 to June 30, 1975.

Washington Fire Department	317 Third Street Broderick, CA 95606
(Legal Name of Sub-Grantee)	(Address)
A. M. Bertsch	Fire Chief
(Signature of Authorized Officer)	Title
A. M. Bertsch Fire Chief	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

WASHINGTON FIRE DEPARTMENT

Positions approved by the County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

	Total Allocation
One Firefighter	$ 5,467.00
One Firefighter	5,467.00
	$10,934.00

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General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, (n) consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

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C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(3))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED
JAN 14 1975
LAURENCE P. HANIGAN, Clerk
By Barbara A. Rodgers

AGREEMENT NO. 75-24

THIS AGREEMENT made and entered into this 13th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Winters Fire District

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

Micro Fiched

SUBGRANTEE - Winters Fire District

V. C. Bruhn
Fire Chief

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	Winters Fire District
Address	--
City	Winters, CA 95694
Phone:	(916) 795-4511
Program Director	Vernon C. Bruhn

1. Amount of funds allocated per this sub-grant: $ 4,120.00.

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2. Grant Period from January 1, 1975 to June 30, 1975.

Winters Fire District	Winters, CA 95694
(Legal Name of Sub-Grantee)	(Address)
Vernon C Bruhn	Fire Chief
(Signature of Authorized Officer)	Title
Vernon C. Bruhn Fire Chief	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

WINTERS FIRE DISTRICT

Position approved by the County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

	Total Allocation
One Fireman	$ 4,120.00

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management And Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

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C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED
JAN 14 1975
LAURENCE P. HENGAN, Clerk
By Barbara L. Rodgers

AGREEMENT NO. 75-25

THIS AGREEMENT made and entered into this 13th day of January, 197 5, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Davis Joint Unified School District.

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

A. This Agreement.

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B. Signature sheet.

C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

XEROX COPY

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTTE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy C. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

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SUBGRANTEE - Davis Joint Unified School District

Associate Superintendent

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	Davis Joint Unified School District
Address	23 Russell Boulevard
City	Davis, CA 95616
Phone:	(916) 756-0464
Program Director	Mr. Marvin Kahn

1. Amount of funds allocated per this sub-grant:
   $ 4,444.00

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2. Grant Period from January 1, 1975 to June 30, 1975.

Davis Joint Unified School District	23 Russell Boulevard Davis, CA 95616
(Legal Name of Sub-Grantee)	(Address)
(Signature of Authorized Officer)	Associate Supt. Title
Marvin Kahn Associate Superintendent	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

DAVIS JOINT UNIFIED SCHOOL DISTRICT

The below position approved by County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

	Total Allocation
One Custodian	$ 4,444.00

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 109(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

FILED
JAN 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-26

THIS AGREEMENT made and entered into this 13th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Winters Joint Unified School District

hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

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B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

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2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

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B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marshall
CHAIRPERSON OF THE BOARD OF SUPERVISORS

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SUBGRANTEE Winters Joint Unified School District

District Superintendent

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET

Sub-Grantee Name	Winters Joint Unified School District
Address	47 Main Street
City	Winters, CA 95694
Phone:	(916) 795-4588
Program Director	Mr. James N. Bernardy

1. Amount of funds allocated per this sub-grant:

$ 7,011.00 .

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2. Grant Period from January 1, 1975 to June 30, 1975.

Winters Joint Unified School District	47 Main Street Winters, CA 95694
(Legal Name of Sub-Grantee)	(Address)
(Signature of Authorized Officer)	Title
James N. Bernardy District Superintendent	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Positions approved by County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

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	Total Allocation
One Library Assistant	$ 3,770.00
One Maintenance/Custodian	3,243.00
	$ 7,013.00

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-99, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

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C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. Assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. Assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. Assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. Assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. Assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. Assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. Assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

AGREEMENT NO. 75-21

FILED
JAN 14 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers

THIS AGREEMENT made and entered into this 13th day of January, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Washington Unified School District hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

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   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

XEROX COPY

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy G. Marchand
CHAIRPERSON OF THE BOARD OF SUPERVISORS

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SUBGRANTEE - Washington Unified School District

Assistant Superintendent,
Business Operations

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANT SIGNATURE SHEET

Sub-Grantee Name	Washington Unified School District
Address	930 West Acres Road
City	West Sacramento, CA 95691
Phone:	(916) 371-9333
Program Director	Mr. Marino Pierucci

1. Amount of funds allocated per this sub-grant:

$ 13,502.00 .

2. Grant Period from January 1, 1975 to June 30, 1975.

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Washington Unified School District	930 West Acres Road West Sacramento, CA 95691
(Legal Name of Sub-Grantee)	(Address)
(Signature of Authorized Officer)	Title
Marino Pierucci Asst. Superintendent, Business Operations	January 6, 1975
(Typed Name & Title of Authorized Officer)	(Date of Application)

SY-52

WASHINGTON UNIFIED SCHOOL DISTRICT

Positions approved by the County of Yolo Board of Supervisors for employment under the Comprehensive Employment and Training Act of 1973, Title II:

	Total Allocation
One Building Maintenance	$ 5,190.00
Maintenance	4,204.00
Groundskeeper	4,108.00
	$13,502.00

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(8))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(5))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparible covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract awards of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. Assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. Assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. Assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the Armed Forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. Assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. Assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. Assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. Assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.